

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 hereinafter referred to as the "County", and **ROY HOUCK CONSTRUCTION LLC**, an Oregon corporation whose Federal Employer Identification No. is **27-2841744**, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, The County requires the services of a construction services contractor for the **2024 YAMHILL COUNTY 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 15TH, 2024** unless the deadline is extended or otherwise modified pursuant to Section 8. **WORK SHALL START NO SOONER THAN JULY 1ST, 2024. Ribbon Ridge Rd to have separate Notice to Proceed (NTP) without penalty of liquidated damages.**
 - 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 **\$1,000** (~~equal to the Contract's not to exceed amount multiplied by .005~~) per day for each calendar day to commence on the first calendar day after the required completion date under this Contract and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.

2. CONSIDERATION. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum estimated to be **\$2,009,368.70**. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.
- a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to Contractor.
3. WORK TO BE PERFORMED BY THE CONTRACTOR. The Contractor agrees to perform, to the satisfaction of the County, the Work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the Contractor's duties herein within the term of the Contract.
- a. Additional Work Obligations. Additional Work obligations of the Contractor include the following:
 - i. The Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Yamhill County, and its departments, divisions, members and employees.
 - ii. The Contractor shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the County and who shall represent the Contractor on the site. Directions given to the superintendent by the County's authorized representative shall be confirmed in writing provided to the Contractor by the County.
 - iii. The Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County drawings, product data,

- samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors.
- iv. The Contractor shall confine equipment, storage of materials, and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits, or directions of the County's authorized representative. The Contractor shall follow the County's authorized representative's instructions regarding use of premises, if any.
 - v. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their solicitation response, attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit B, the provisions of this Contract shall prevail.
4. **WARRANTY OF WORK.** Neither the final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, the Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the County, except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give the Contractor notice of defects with reasonable promptness. The Contractor shall perform such warranty work within a reasonable time after the County's demand. If the Contractor fails to complete the warranty work within such period as the County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, the County may perform such work and the Contractor shall reimburse the County all costs of the same within ten (10) days after demand without affecting the Contractor's obligations.
5. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
6. **THE COUNTY'S RESPONSIBILITIES.**
- a. Greg Haffner is the "Project Supervisor" for the County. The County shall provide contract administrative services for the Project through the Project

Supervisor. The Project Supervisor may engage and delegate authority to such additional staff and professional and technical consultants as the County deems necessary to assist in performing its administrative tasks. The Contractor shall direct all Project communications to the County in accordance with the Contract Documents, or as the County directs in writing.

- b. The Project Supervisor, and any designee, shall have free access to the Work and the job site at all times. The Contractor shall not carry-on Work except with the knowledge of the County and its Project Supervisor. The County may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the Contractor from any obligations herein. The Project Supervisor, and any designee, has authority to reject or accept any Work that does not conform to the Contract Documents.
- c. Except for those permits and fees that are the Contractor's responsibility under the Contract Documents, the County shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

7. SUBCONTRACTORS.

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

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

- a. Minor Changes in the Work. The County may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Contract sum or the Contract time. These minor changes may include details to clarify the work to be performed. Via e-mail or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
- b. Change Order Procedures. Either the County or the Contractor may initiate a request for proposed changes in Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign form and submit it to the County for final approval and authorization.

- c. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and the Yamhill County Public Contracting Rules. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.
9. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.
10. HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.
- a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
 - c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
 - d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.
11. WORKERS' COMPENSATION. If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to

provide, workers' compensation benefits for the Contractor or the Contractor's employees.

12. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.
13. **COMPLIANCE WITH PROCUREMENT STATUTES.** The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:
- a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
 - b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
 - c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
 - d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
 - e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
 - f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
 - g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).
 - h. The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the Contractor. The Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the

discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).

- i. The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this Contract. The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).
- j. The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
- k. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- l. If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- n. The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p. The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.

- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts. ORS 279A.110
- t. Unless contrary to federal law, the Contractor shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- u. Unless contrary to federal law, the Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- v. The following notice is applicable to contractors who perform excavation work:
ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

14. PREVAILING WAGE REGULATIONS.

- a. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:
http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
 - Prevailing Wage Rates for Public Works Contracts in Oregon issued after March, 2024.
 - Prevailing Wage Rates Apprenticeship Rates issued after March, 2024.
- b. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010
- c. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
- d. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- e. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
- f. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- g. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- h. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)

- i. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
 - j. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
 - k. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.
15. **RETAINAGE BY THE COUNTY.** The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the County's opinion, such Work is progressing satisfactorily. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.
 - a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the retainage amount will be paid to the Contractor. In accordance with ORS 279C.5570(2), such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.
16. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
 - a. Environmental Contamination. The Contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County from and against any costs, expenses, damages, claims, and causes of action, including attorney fees, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to, the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract Documents, except to the extent otherwise void under ORS 30.140.
17. **RISK OF LOSS.** The risk of loss or damage to the subject matter of this Contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work and services as provided in this Contract.

18. **INSURANCE.** The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
- a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
 - b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
 - c. Additional Insurance Requirements:
 - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.
19. **BONDS REQUIRED.**
- a. Performance and Payment Security. The Contractor shall furnish bonds issued by a surety approved by the County covering faithful performance of this Contract and payment of obligations arising thereunder. The cost of the bonds shall be equal to 100 percent of the Contract's total not-to-exceed amount. The Contractor shall deliver the required bonds to the County not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
 - b. Public Works Bond. Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in

compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

20. **TERMINATION.**

- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:
 - i. The Contractor breaches any of the provisions of this Contract;
 - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
- c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.

21. **FORCE MAJEURE.** Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this

agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.

22. **ASSIGNMENT; DELEGATION; SUCCESSOR.** The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
23. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's own attorney fees, costs, and disbursements at all times including appeals.
24. **RECORDS.** The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
25. **NOTICES.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Public Works
ATTN: Greg Haffner
535 NE 5th Street
McMinnville, Oregon 97128
Haffnerg@Yamhillcounty.gov

Contractor: ROY HOUCK CONSTRUCTION LLC
ATTN: RYE HOUCK

4444 22ND AVE NE
SALEM OR 97301
RYE@HOUCKCO.COM

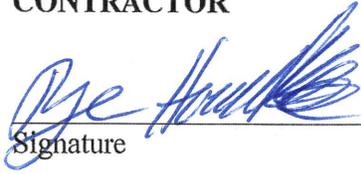
26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
27. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
29. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
30. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
31. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
32. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

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

[remainder of page intentionally blank; signature page follows]

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

CONTRACTOR



Signature

Rye Houck

Name (printed)

Manager

Title

04/17/24

Date

YAMHILL COUNTY

DocuSigned by:


Chair, LINDSAY BERSCHAUER

DocuSigned by:


Commissioner, MARY STARRETT

DocuSigned by:


Commissioner, KIT JOHNSTON

4/26/2024

Date

APPROVED AS TO FORM:

DocuSigned by:


By: JODI GOLLEHON,
ASST. COUNTY COUNSEL II

APPROVED AS TO CONTENT:

By: 

MARK LAGO, PW's DIRECTOR

Approved by the BOC on: 4/25/24

via Board Order No.: 24-118

EXHIBIT A



String Town Rd Total LF: 6473

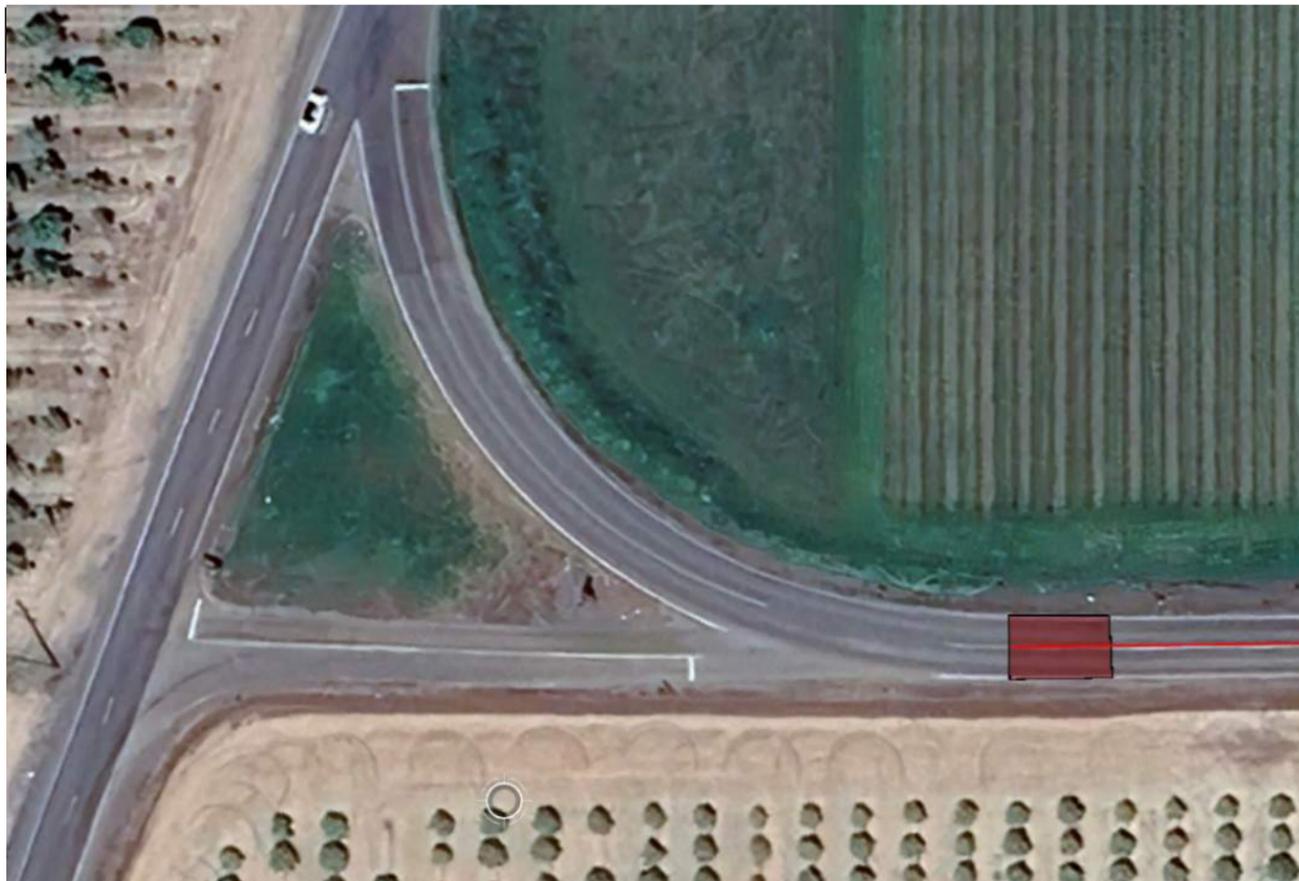
Table of Contents

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Ribbon Ridge Rd	5
Gun Club Rd	6
Westside Rd	7
Albertson Rd	8

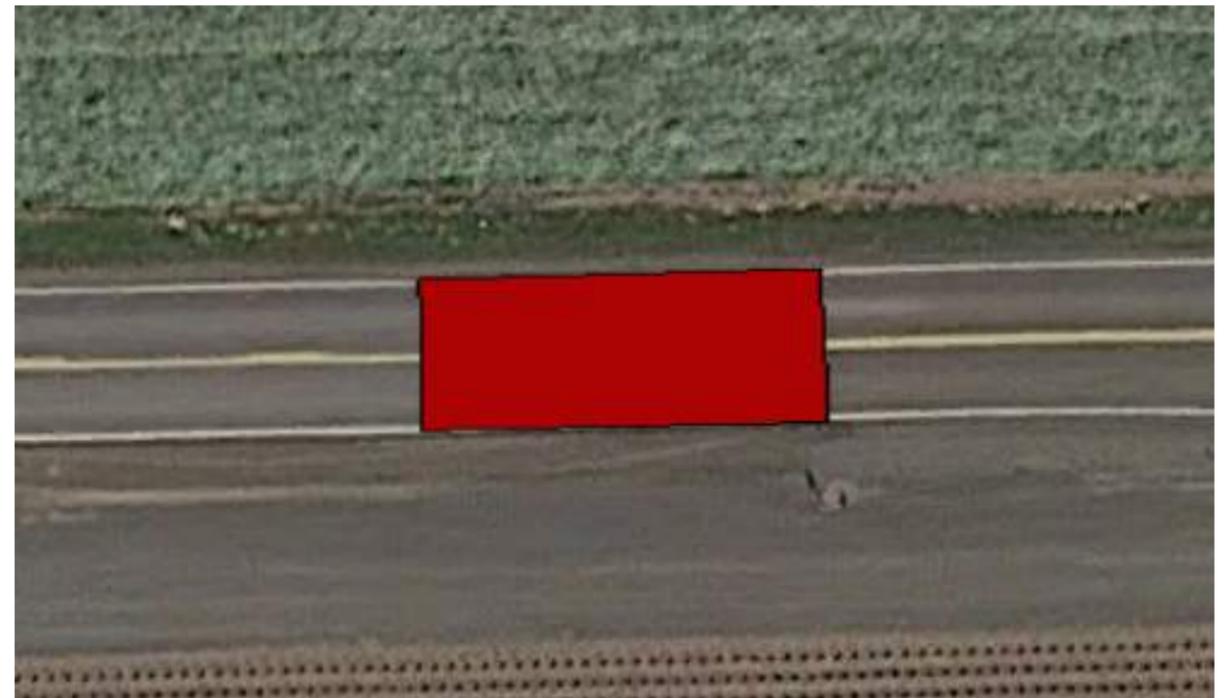


Pave East and West from Load Rated Bridge

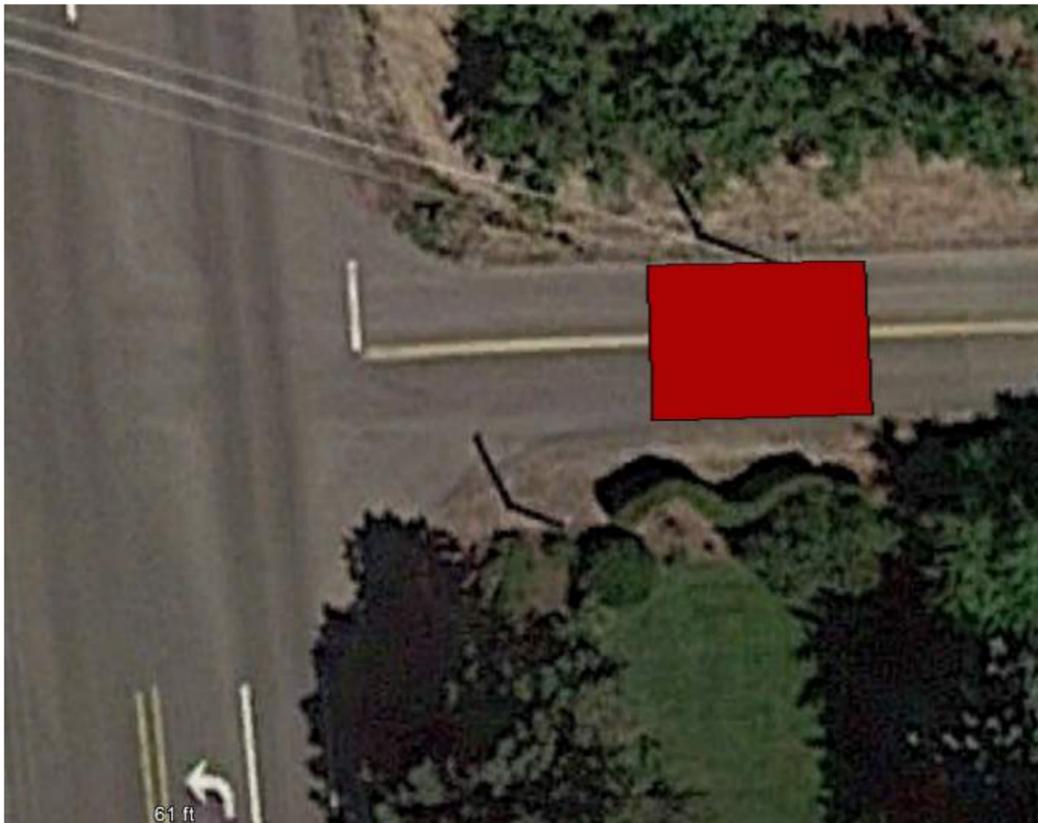
- Grind
- Thicken CL or Edge Paving



Grind 1



Grind 2



Grind 3



Grind 4



String Town Rd

Total LF: 6473

 Grind



Intersection 1



Intersection 2

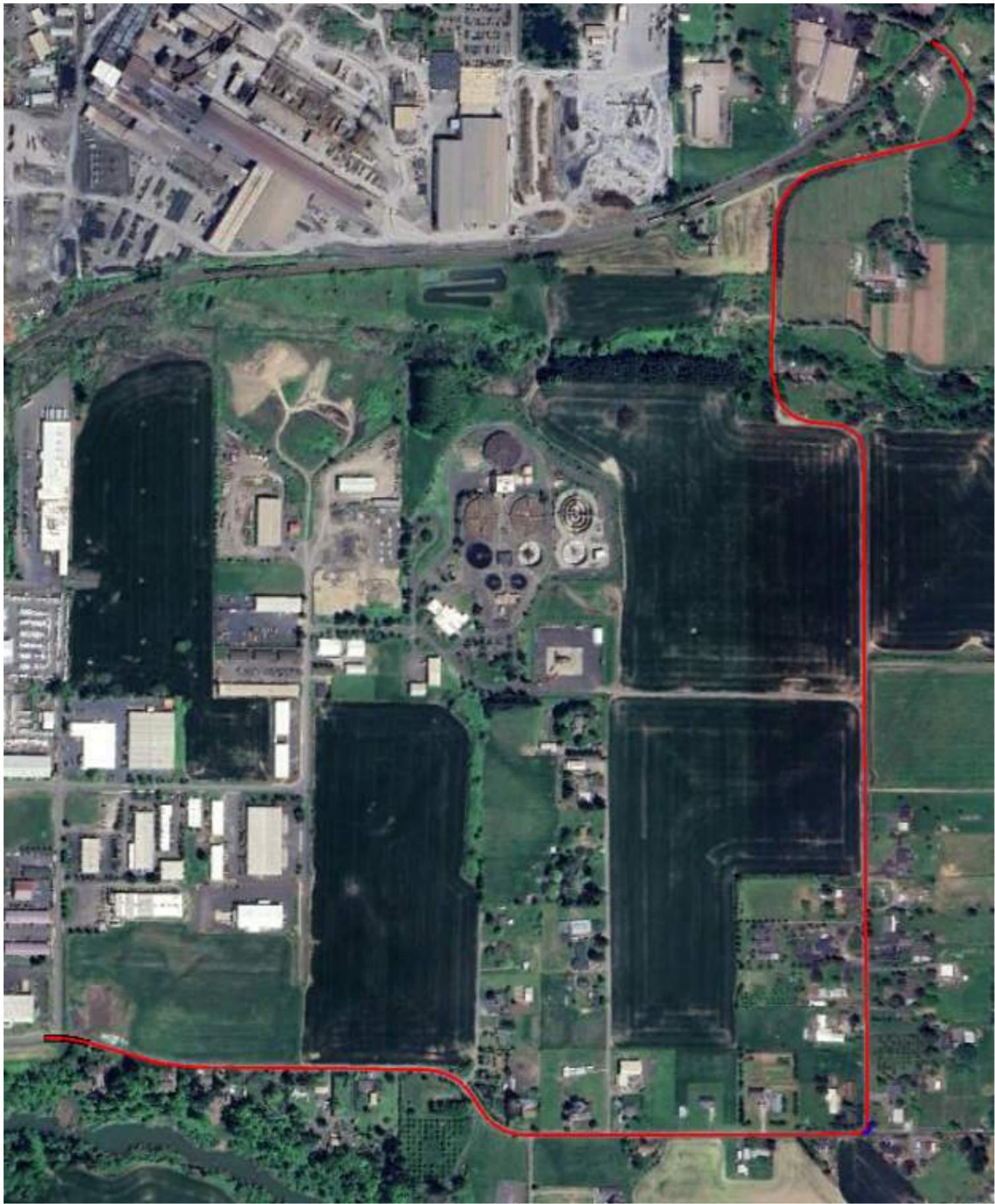
2 INCH OVERLAY



Riverside Dr.

Total LF: 9442

- Grind
- Pavement Wingout
- Thicken Edge or CL Paving



Grind 2



Wing Out 1



Grind 1



Alderman Rd

Total LF: 8638

 Grind

 Thicken Edge or Prelevel Paving



Rd



Grind 1



Grind 3



Grind 2



Grind 4





Ribbon Ridge Rd

Total LF: 4096

 Grind

North Valley Rd



Grind 1



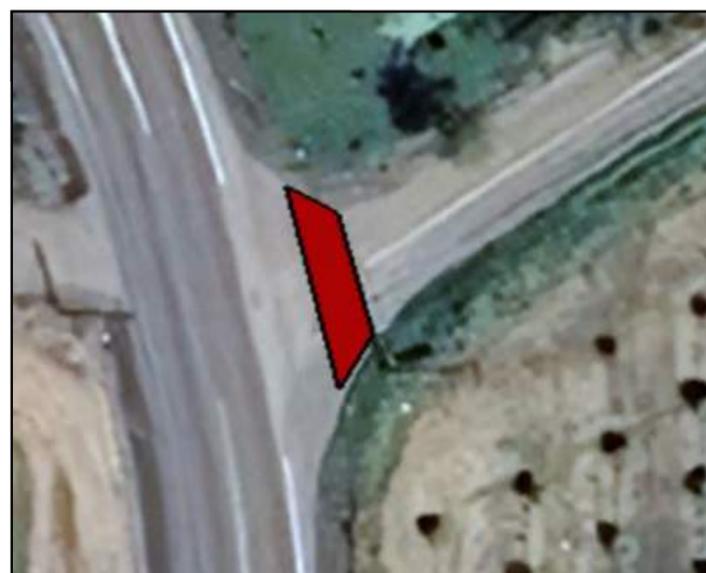
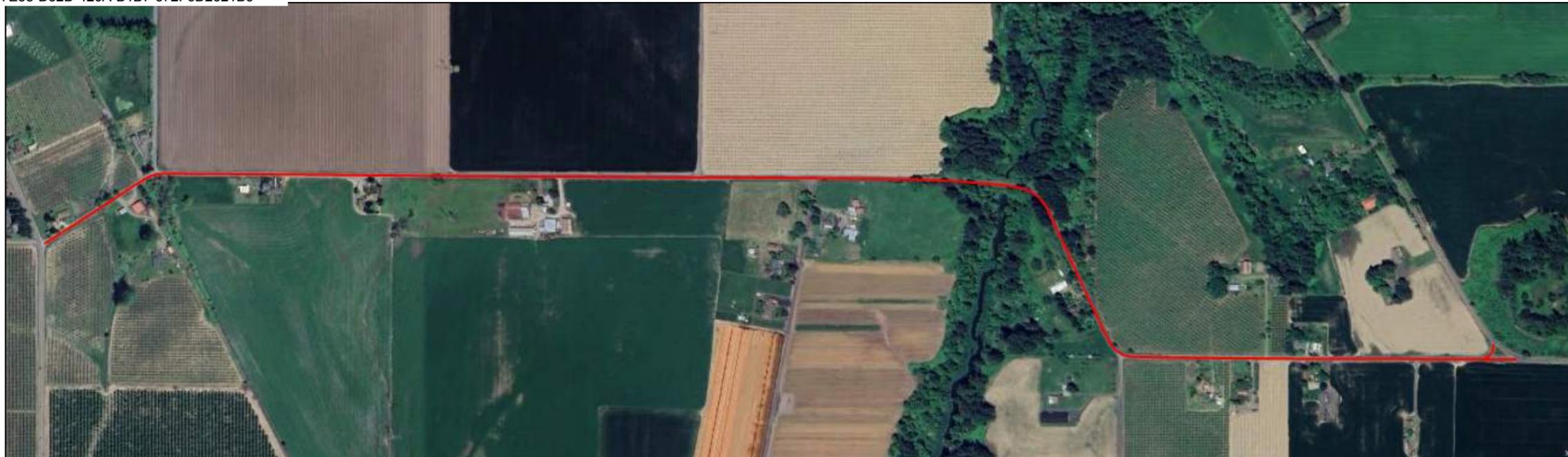
- Note:
1. This Road requires individual Notice to Proceed (NTP) and is subject to completion of bridge repairs (Separate Contract). Work is scheduled for summer 2024, completion date of Sept 1st, 2024. Coordinate schedule with Yamhill County.
 2. No grinds on bridge as they will be ready for overlay after backwall repairs are complete.



Gun Club Rd

Total LF: 8975

- Grind
- Pavement Wingout
- Thicken Edge Paving



Intersection 1



Wing Out 1



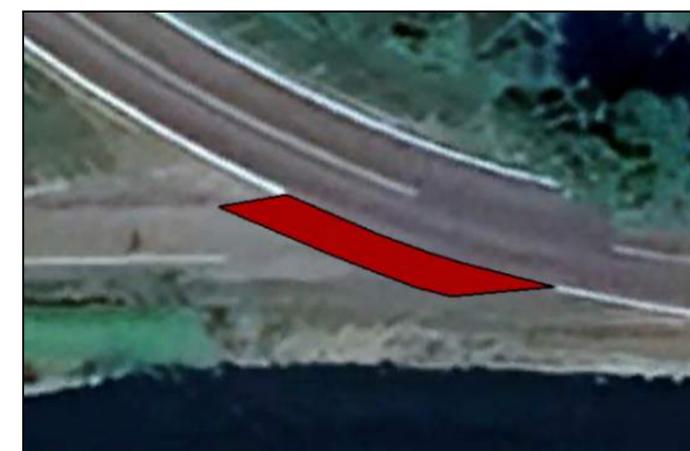
Intersection 4



Intersection 2



Intersection 3



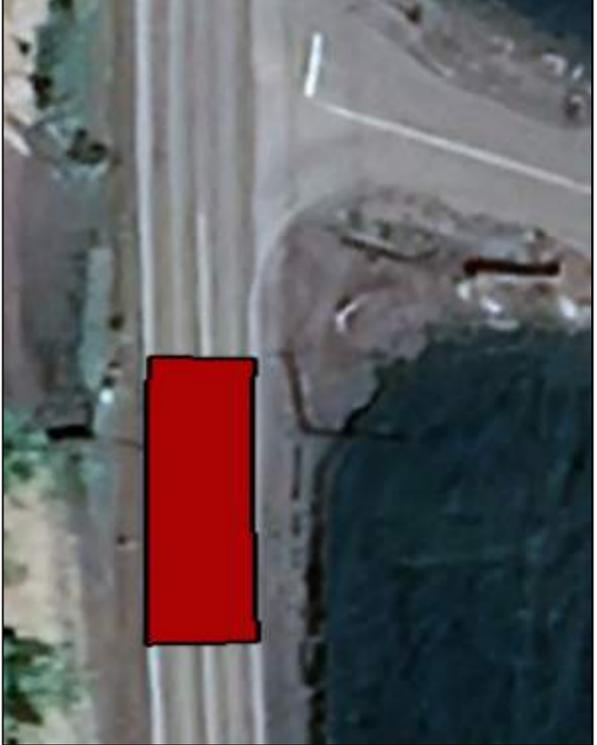
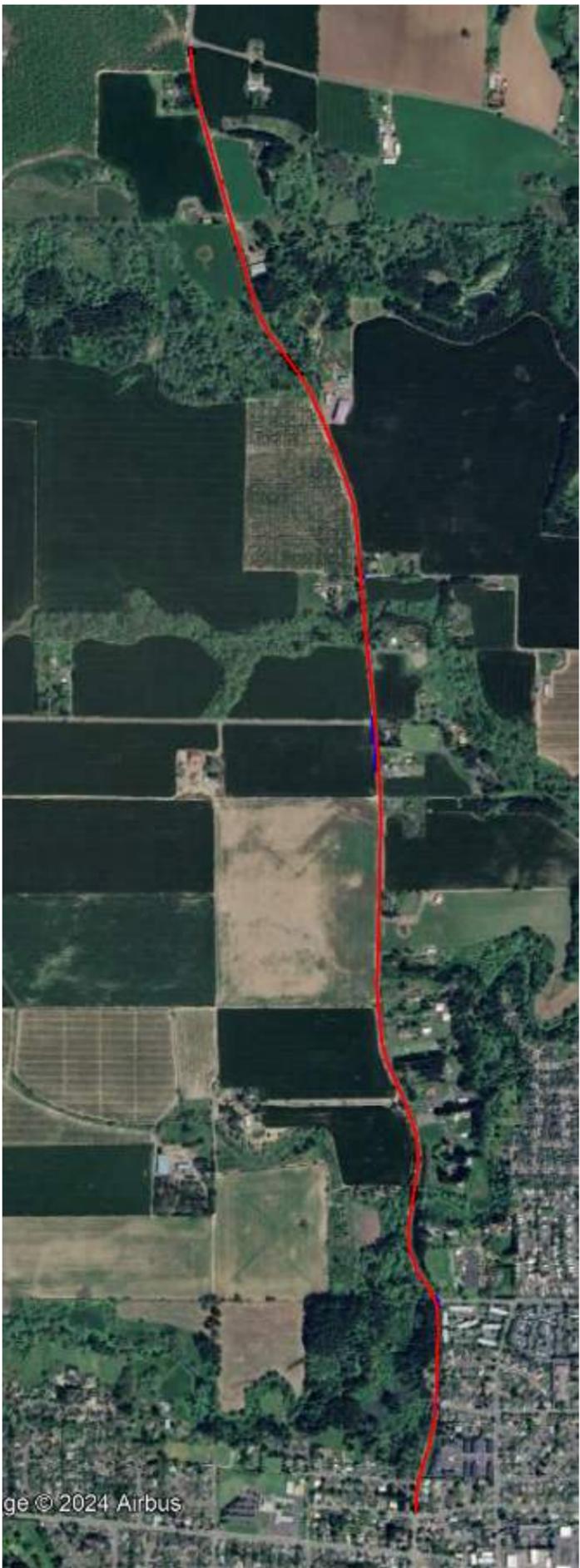
Intersection 5



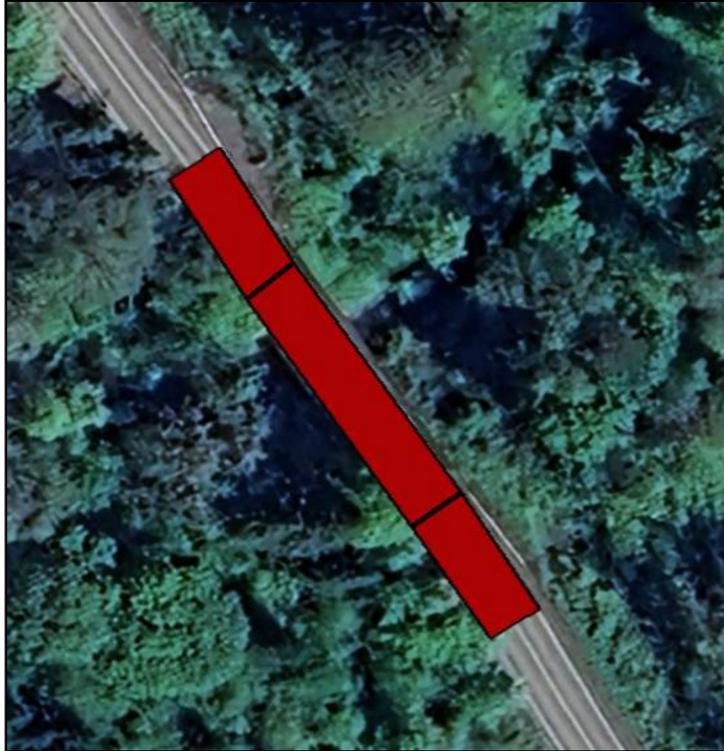
Westside Rd
3" Overlay Project Scope
(Two 1.5" Lifts)

**NIGHT WORK
REQUIRED**
7:00 PM To 6:00 AM
**Cold Plane OK
during day time.**
**Pave South to
North to min.
noise in town**

Westside Rd
Total LF: 12963
Grind
Pavement
Transitions



Grind 1



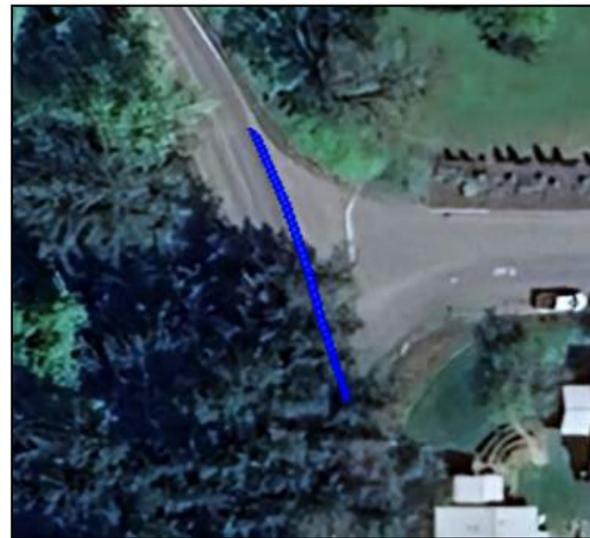
Grind 2



Wing Out 1



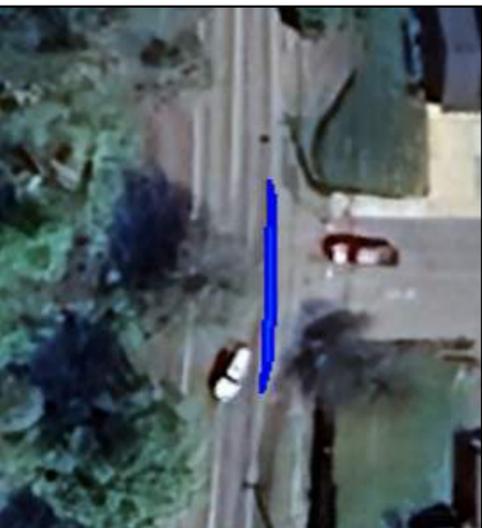
Grind 3



Wing Out 2

Note:
1. At start and end of paving (bubble notes 1 and 8) on 1st and 2nd lift, pave 1" thick and transition up to 1.5" thickness.
2. Transition down to 1" on 1st and 2nd lifts over the two bridges so a total of 2" is paved on the bridges.

YC to
Rise



Wing Out 3



Grind 4



Wing Out 2

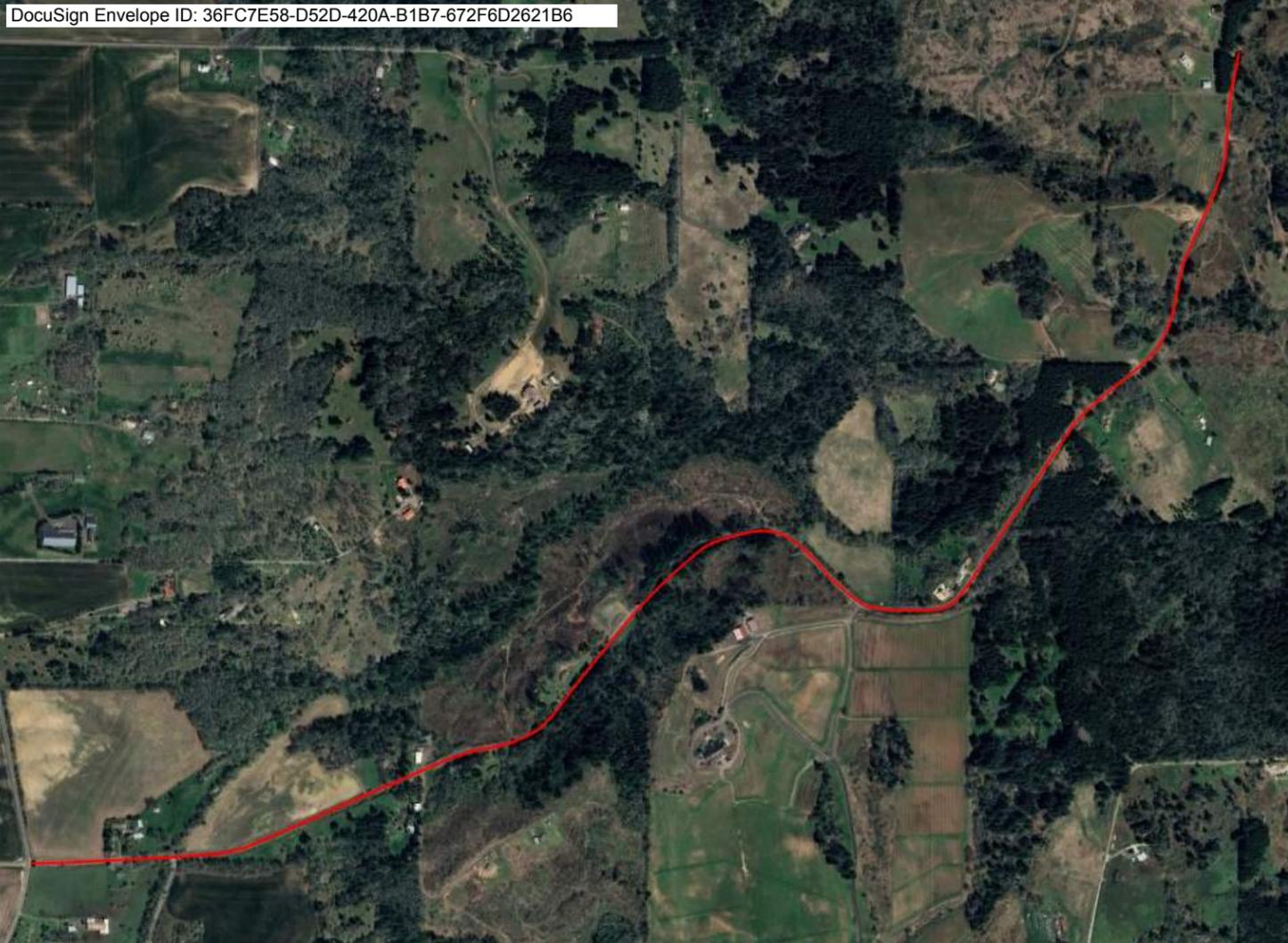


Albertson Rd

Total LF: 10990

 Grind

 Pavement Transitions



Grind 1



Wing Out 1



Wing Out 2



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

**YAMHILL COUNTY
MCMINNVILLE, OREGON**

"YAMHILL COUNTY 2024 OVERLAY PROJECT"

SPECIAL PROVISIONS

KIND OF WORK: All Traffic Control, Cold Plane, installation of YC provided riser rings, placement of pre-levels, base lift and overlays of Hot Mix Asphalt Concrete, and temporary lane markings.

COUNTY ROADS: As Specified in Bid Documents, Exhibit D

COUNTY: Yamhill County

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

PRECONSTRUCTION: None

PREFACE

APPLICABLE STANDARD SPECIFICATIONS

The Applicable Standard Specifications for this project is:

2021 EDITION OF THE

OREGON STANDARD SPECIFICATIONS

FOR CONSTRUCTION

GENERAL:

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

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

Revisions Prior to Time of Opening of Bids:

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

Revisions Prior to Execution of Contract:

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

Pamphlet May be Retained by Bidder:

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

DESCRIPTION OF WORK

Place a 2 inch Level II Asphaltic Concrete Pavement on the existing paved surface of:

- 1. Stringtown Road, Hwy 155 to Webfoot Rd.
- 2. Riverside Drive, County Line to RR tracks.
- 3. Alderman Rd, Hwy 154 to Kimsey Rd.
- 4. Ribbon Ridge Rd, Hwy 240 to North Valley Rd.
- 5. Gun Club Rd, Hwy 47 to Mineral Springs Rd.

Place Two 1.5 inch lifts of Level III Asphaltic Concrete Pavement on:

- 6. Westside Road, Poverty Bend to 27th Ave.
(This work is identified as night work – 7:00 PM to 6:00 AM)
- 7. Lower Albertson Road, North Valley to 2023 Overlay Limits.

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 **April 2nd, 2024** Proposals will be opened and read publicly.

COMPLETION TIME LIMIT

All work to be done under the contract shall be commenced no sooner than **July 1st, 2024**, and shall be completed no later than **September 15th, 2024**.

CLASS OF PROJECT

This is a Yamhill County project

PROJECT INFORMATION

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

APPLICABLE STANDARD SPECIFICATIONS**2021 EDITION OF THE**
OREGON STANDARD SPECIFICATIONS
FOR CONSTRUCTION**Are to be used for the work to be performed under this contract**

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

SCHEDULE OF MINIMUM HOURLY WAGE RATES

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

**PREVAILING WAGE RATES
FOR
PUBLIC WORKS CONTRACTS IN OREGON
EFFECTIVE - Most Current at Bid Opening, 2021**

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

OR

www.boli.state.or.us

WORK TO BE DONE

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

1. Provide Traffic Control, signage, pilot car if required
2. Place Pre-level AC where directed.
3. Provide Cold Plane areas as noted
4. Place Tack coat (Incidental to AC)
5. Place 2.0" ACP Overlay over existing asphalt
6. Place 3.0" ACP Overlay over existing asphalt (Two 1.5" lifts)
7. Provide Temporary Lane Markings
8. Grade adjust MH's, WV's and Monument boxes w/ YC provided risers.
9. All Cold plane transverse cuts to be vertical, not rolled from a drum cut.

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@co.yamhill.or.us. 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, 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(a) By Bidder - Delete the first nine (9) words of the first sentence of this subsection and substitute with the following:

The successful bidder shall deliver three (contract booklets)

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

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

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

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

The contractor shall submit to the 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 cleaning/brooming prep work for the overlays.

A Contractor provided pilot car shall be used at all times during overlay work when lane closures are required with the exception of Columbia Drive. Pilot cars are not required for cold plane or pre-level work.

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 1st, 2024

00180.85 (b) Liquidated Damages - Add the following

In this project, the contractor agrees to pay to Yamhill County, not as a penalty but as Liquidated Damages, the amount of \$1,000.00 for each calendar day used in excess of the "Contract Time" or "Adjusted Contract Time.

SECTION 00195 - PAYMENT

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

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

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

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

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

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

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40 General Requirements - Add the following:

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

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

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

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

Work that will restrict or interrupt traffic movement shall not be performed on opposite sides of the traveled way at the same time unless prior written approval has been obtained from the Engineering Manager.

Contractor shall 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.

00225.90's General - Add the following to this section:

All pay items listed within subsections 00225.90(a), 00225.90(b), 00225.91, 00225.92, 00225.93, 00225.94, 00225.95, 00225.96, 00225.97, 00225.98, 00225.99 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.

00225.99 Pilot Cars - Delete this subsection and add

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

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 7' wedge is required. For areas where the start/stop of the paving is on a non-stop controlled area, increase the paper joint to 15' for a 2" grind. The temporary wedges will not be measured and will be incidental to the cold plane.

00620.90 Add incidentals include saw cutting and chipping out the rolled drum cuts in order to create a vertical edge for the tie in or take off paving.

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

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

00744.39 General – Add the following new section:

Existing driveways shall be two foot wing-outs as mainline paving is performed. No extra pay, other than the ACP tonnage is allowed.

00744.49 Compaction – Replace the 91 percent of MAMD with **92 percent of MAMD**.

00744.50 Pre-Level – Add the following new section:

Any low production paving where the thickness is variable will be considered a “Pre-Level”. The County shall direct the pre-level area limits. The quantities are estimated in the contract documents. The Contractor and County shall measure the pre-level areas together and agree on the pre-level tonnage placed prior to beginning the top lift overlay. The measurement will be tons placed and compacted as a variable thickness. No testing will be required on a thin lift. 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 II or Level III AC.

SECTION 00749 – MISC. A.C. 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 - All gravel intersections, gravel driveways and gravel field access locations shall be paved at full depth (2.0” inch or as specified) and match existing width. Place new A.C. to two feet outside of the lane line unless otherwise marked.

Monument Boxes – Contractor shall raise 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.

Exhibit B

CERTIFICATION & ACKNOWLEDGMENT FORM

The undersigned bidder hereby represents as follows:

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

BID SUBMITTED BY:

Name of Bidder: Roy Houck Construction LLC
 Contractor's Registration Number and Expiration Date: 192510 12/13/24
 Worker's Comp. Insurance Company: SAIF
 Worker's Comp. Policy Binder Number: 756933
 Federal Tax Identification Number: 27-2841744
 Name of Authorized Agent (Please print or type): Rye Houck

Check appropriate box below:

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

Signature of Authorized Agent: 
 Title: Manager
 Business Address of Bidder: 4444 22nd Ave NE, Salem OR 97301
 Phone Number: 503-463-7177 Date: 04/02/24

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

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

Signed:  Title: Manager

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

BID PROPOSAL

YAMHILL COUNTY 2024 OVERLAY PROJECT

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

SCHEDULE OF CONTRACT PRICES

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

SCHEDULE OF ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<u>Stringtown Road Segment 1</u>		Hwy 155 to Webfoot (5,918' x 22' Ave)			
1.1	2" Level II ½" Dense ACP ** includes Panel thickening	TON	1,630**	<u>93.00</u>	<u>151,590.00</u>
1.2	Paved Intersections	EA	2	<u>2,000.00</u>	<u>4,000.00</u>
1.3	Install 2" YC Provide Riser	EA	1	<u>100.00</u>	<u>100.00</u>
1.4	0"-2" Cold Plane	SY	500	<u>11.00</u>	<u>5,500.00</u>
1.5	Traffic Control (Signage, Flaggers, Pilot Car)	LS	1	<u>11,000.00</u>	<u>11,000.00</u>
Total – <u>Stringtown Road Segment 1</u>				<u>172,190.00</u>	
<u>Riverside Drive Segment 2 –</u>		County Line at Miller St. to RR Tracks (9,512' x 21' Wide Ave)			
2.1	2" Level II ½" Dense ACP	TON	2,532	<u>95.80</u>	<u>242,565.60</u>
2.2	Pre-level ½" Dense ACP	TON	30	<u>120.00</u>	<u>3,600.00</u>
2.3	2"-0" Cold Plane	SY	463	<u>12.50</u>	<u>5,787.50</u>
2.4	Install 2" YC Provide Riser	EA	1	<u>100.00</u>	<u>100.00</u>
2.5	Traffic Control (Signage, Flaggers, Pilot Car)	LS	1	<u>13,000.00</u>	<u>13,000.00</u>
Total – <u>Riverside Drive Segment 2</u>				<u>265,053.10</u>	

Alderman Road Segment 3 Hwy 154 to Kimsey, (8,638' x 21' Wide Average)

3.1	2" Level II ½" Dense ACP	TON	2,170	<u>88.15</u>	<u>191,285.50</u>
3.2	Pre-level ½" Dense ACP	TON	30	<u>120.00</u>	<u>3,600.00</u>
3.3	Install 2" YC Provide Riser	EA	2	<u>100.00</u>	<u>200.00</u>
3.4	2"-0" Cold Plane	SY	534	<u>11.00</u>	<u>5,874.00</u>
3.5	Traffic Control (Signage, Flaggers)	LS	1	<u>11,000.00</u>	<u>11,000.00</u>
Total – Alderman Road - Segment 3				<u>211,959.50</u>	

Ribbon Ridge Road Segment 4– Hwy 240 to North Valley Rd (4,096 x 21' Wide Average)

This Road requires individual Notice to Proceed (NTP) subject to completion of bridge repairs (Separate Contract). Work is scheduled for summer 2024, completion date of Sept 1st, 2024. Coordinate paving schedule with Yamhill County.

4.1	2" Level II ½" Dense ACP	TON	1,031	<u>98.60</u>	<u>101,656.60</u>
4.2	2"-0" Cold Plane	SY	198	<u>23.00</u>	<u>4,554.00</u>
4.3	Traffic Control (Signage, Flaggers, Pilot Car)	LS	1	<u>6,300.00</u>	<u>6,300.00</u>
Total – Ribbon Ridge Road - Segment 4				<u>112,510.60</u>	

Gun Club Road Segment 5 –Hwy 47 to Mineral Springs (8,975' x 21' Wide Average)

5.1	2" Level II ½" Dense ACP ** includes CL and Edge thickening	TON	2,455**	<u>93.00</u>	<u>228,315.00</u>
5.2	Pre-level ½" Dense ACP	TON	85	<u>120.00</u>	<u>10,200.00</u>
5.3	Paved Intersections	EA	5	<u>1,700.00</u>	<u>8,500.00</u>
5.4	Install 2" YC Provide Riser ** Does not include WW Cans	EA	2**	<u>100.00</u>	<u>200.00</u>

5.5	2"-0" Cold Plane	SY	124	<u>45.00</u>	<u>5,580.00</u>
5.6	Traffic Control (Signage, Flaggers, Pilot Car)	LS	1	<u>18,000.00</u>	<u>18,000.00</u>
Total – Gun Club Road - Segment 5				<u>270,795.00</u>	

Westside Road Segment 6 – Night Work - 24th in town to S. Poverty Bend Rd – 7:00 to 7:00

(12,963' x 22' Wide average)

6.1	3" Level II ½" Dense ACP (Two Lifts 1.5") ** includes CL and Edge thickening	TON	5,200**	<u>96.50</u>	<u>501,800.00</u>
6.2	Install 2" YC Provide Riser	EA	2	<u>100.00</u>	<u>200.00</u>
6.3	2"-0" Cold Plane	SY	1320	<u>9.00</u>	<u>11,880.00</u>
6.4	Traffic Control (Signage, Flaggers, Pilot Car)	LS	1	<u>20,000.00</u>	<u>20,000.00</u>
Total – Westside Road Segment 6				<u>533,880.00</u>	

Lower Albertson Road Segment 7 – North Valley to 2023 Overlay (10,990' x 22' Wide Average)

7.1	2" Level II ½" Dense ACP	TON	4,351	<u>95.50</u>	<u>415,520.50</u>
7.2	2"-0" Cold Plane	SY	195	<u>28.00</u>	<u>5,460.00</u>
7.3	Traffic Control (Signage, Flaggers, Pilot Car)	LS	1	<u>22,000.00</u>	<u>22,000.00</u>
Total – Lower Albertson Road Segment 7				<u>442,980.50</u>	

<u>TOTAL BID PRICE (Segments 1-7)</u>				<u>2,009,368.70</u>	
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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Roy Houck Construction, LLC
4444 22nd Ave. N.E.
Salem, OR 97301

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

Yamhill County
2060 NE Lafayette Avenue
McMinnville, OR 97128

BID

Bid Due Date: April 2, 2024
Description: Yamhill County 2024 Overlay Project

BOND

Bond Number: Bid Bond
Date: March 21, 2024
Penal sum Ten Percent of Amount Bid \$ 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Roy Houck Construction, LLC (Seal)
Bidder's Name and Corporate Seal

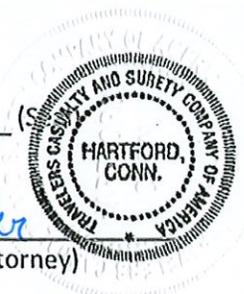
By: [Signature]
Signature
Roy Houck
Print Name
Manager
Title

Attest: [Signature]
Signature
Manager
Title

SURETY
Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)
Jessica Gerber
Print Name
Attorney-in-Fact
Title

Attest: [Signature]
Signature
Joel Shanks Witness
Title





*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall



govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company
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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica Gerber of Missoula, MT, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Roy Houck Construction, LLC
Obligee: Yamhill County

Project Description: Yamhill County 2024 Overlay Project

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

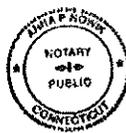
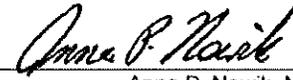
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

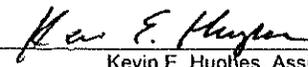
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Treasurer, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of March, 2024.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

YAMHILL COUNTY 2024 OVERLAY PROJECT ADDENDUM #1

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

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

BID DOCUMENTS – Agreement – Page 8

- A. Replace "the liquidated damages to the County the sum of \$2,000" with the following:
"The liquidated damages to the County the sum of **\$1,000**"
- B. Add the following sentence after "**WORK SHALL COMMENCE NO SOONER THAN JULY 1ST, 2024**":

Ribbon Ridge overlay work is not included in the September 15th completion date. Paving completion will be coordinated and completed with the low bidder without penalty of liquidated damages.

AGREEMENT

- I. 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 15TH, 2024** unless the deadline is extended or otherwise modified pursuant to Section 8. **WORK SHALL START NO SOONER THAN JULY 1ST, 2024.**
- 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~~ **\$1,000** equal to the Contractor's not to exceed amount multiplied by .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Contract and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.

Ribbon Ridge overlay work is not included in the September 15th completion date. Paving completion will be coordinated and completed with the low bidder without penalty of liquidated damages.

\$1,000

Bidder Signature: _____

Date: 04/02/24

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Yamhill County 2024 Overlays

Project Type: overlays

County: Yamhill

Bid Opening Date and Time: April 2, 2024 2 pm

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

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

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

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
None	
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Form submitted by:

Name of Bidder: Roy Houck Construction LLC

Email: sarah@houckco.com Phone no: 503-463-7177