

## **GOODS & 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 **Siegmund Excavation and Construction Inc. (Allied Rock)**, an Oregon corporation whose Federal Employer Identification No. is **93-1002445**, hereinafter referred to as the “Contractor”.

### **RECITALS**

WHEREAS, The County requires the services of an Aggregate Supplier to provide 8,000 tons of 3/8” to No. 4 Chip rock to be picked up at Crushing Operations; and

WHEREAS, The County procured the services of the Contractor through a Competitive Sealed Procurement pursuant to the relevant provisions of ORS 279B and YCC 3.20.047; and

WHEREAS, The Contractor was selected because they possess the particular training, abilities, knowledge, qualifications, and experience the County requires as set forth herein; 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. **TERM.** This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on February 27<sup>th</sup>, 2025, whichever is sooner, and shall terminate on September 30<sup>th</sup>, 2025, unless otherwise terminated or extended as provided herein.
  
2. **CONSIDERATION.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed **\$236,000**. 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. Net 30 day terms.
  - b. 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. **SERVICES.** The Contractor shall provide to the County services as specified in **Exhibit A**, attached hereto and by reference incorporated herein.

- a. 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 bid, quote, or proposal, 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 SERVICES.** The County has relied upon the professional ability, qualifications, and training of the Contractor as a material inducement to enter into this Contract. Accordingly, the Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor's employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and keep current all professional licenses, certifications, and professional liability insurance required to perform the work set forth in this Contract.
  
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. **AMENDMENT.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
  
7. **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.

8. 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.
  
9. 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.
  
10. 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.
  
11. 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.

12. **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.

13. **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.

14. **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.
15. **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.
16. **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 attorney fees, costs and disbursements at all times including appeals.

17. 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.

18. 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  
2060 NE Lafayette Ave  
McMinnville, Oregon 97128  
Haffnerg@Yamhillcounty.gov

Contractor: SIEGMUND EXCAVATION AND CONSTRUCTION INC  
ATTN: Scott Panter  
PO Box 840  
Stayton Or 97383  
Scottp@Siegmundcompanies.com

19. 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.

20. 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).

21. 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.

22. 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.

23. 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.
24. 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.
25. 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

Gibson Kuenzi

Name (printed)

Chief Construction Officer

Title

2/19/2025

Date

**YAMHILL COUNTY**

Signed by:  
  
Signature

Kit Johnston

KIT JOHNSON Yamhill County Board of Commissioners, Chair

3/7/2025

Date

**APPROVED AS TO FORM**

Signed by:  
  
By: JODI GOLLEHON  
Assistant County Counsel II

**APPROVED AS TO CONTENT:**

By:   
Mark Lago, Public Works Director

**Approved by the BOC on: 3.06.2025**

**via Board Order No.: 25-068**

# Exhibit A

## SPECIAL PROVISIONS

The Standard Specifications applicable to this ITB and project are located within the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) available at the following URL:  
[https://www.oregon.gov/odot/Business/Specs/2024\\_STANDARD\\_SPECIFICATIONS.pdf](https://www.oregon.gov/odot/Business/Specs/2024_STANDARD_SPECIFICATIONS.pdf)

### SECTION 00710 – SINGLE APPLICATION EMULSIFIED ASPHALT CHIP SEAL

Comply with Section 00710 of the 2024 Standard specifications for Construction modified as follows:

**00710.10 Aggregates** – Furnish aggregates meeting the following size designation:

(a) Size Designations

Chip Seal Design	Size of Screenings
Single Size Medium	3/8” – No. 4

- (b) **Fractured Faces** - Provide aggregates consisting of broken stone, crushed gravel, or a combination of both. Crush aggregates, such that at least 90% by weigh of the total Aggregate retained on the No. 8 and larger sieves is fractured on two faces, as determined according to the AASHTO T 335.
- (c) **Grading** - Perform Sieve analysis according to AASHTO T 27 and AASHTO T 11. Provide grading for the following:

Sieve Size	Graded Medium
3/4”	
1/2”	100
3/8”	80 - 100
1/4”	10 - 40
No. 4	-
No. 8	0 - 6
No. 30	0 - 2
No. 200 (wet)	0.0 - 2.0
No. 200 (wet)*	0.0 - 1.0
* In gravels	

- (d) **Unit Weight of Aggregate** - Provide aggregate with a minimum unit weight of 90 pounds per cubic foot according to AASHTO T 19.
- (e) **Soundness** - Provide course and fine aggregate with a weighted loss not exceeding 12 percent when subjected to the five cycles of the soundness test using sodium sulfate solution according to AASHTO 104.
- (f) **Durability** - Provide aggregates meeting the following durability requirements:

Test		Test Method		Maximum Values
Test	ODOT	ODOT	AASHTO	
Abrasion			T-96	30.00%
Degradation (Course Aggregate)		TM 208		30.00%
Passing No. 20 Sieve		TM 208		3.0"

- (g) **Harmful Substance** – Provide aggregates meeting the following harmful substances requirements:

Test		Test Method		Limits Values
Test	ODOT	ODOT	AASHTO	
Lightweight Pieces			T 113	1.0% maximum
Wood Particles		TM 225		0.1% maximum
Elongated Pieces (Coarse Aggregate at a ratio of 5:1)		TM 229		10.0% maximum
Cleanness Value		TM 227		75 minimum

**00710.15 Aggregate Production Quality Control** – Add the following subsection:

(2) **Cleanness** - All aggregate chips must be as clean as possible to provide a good adhesive bond between the aggregate and asphalt binder. When dirt, dust, and clay are not completely removed during the dry screening, wash the aggregates with water until all harmful materials has been removed.

- (a) **Sand Screw Water Bath** - If a sand screw water bath is used, the sand screw water bath shall be recycled a minimum of three times per hour.
- (b) **Asphalt stripping** - Unless mineral aggregate furnished by the Supplier for use in the work has a record of satisfactory performance it may be subjected to the “Stripping Test for Bituminous Aggregate Mixtures, ODOT TM 209,” using a sample of the asphalt to be used in the major portion of the work, and when so

tested, the retention of the asphalt shall by observation be above 95%.

(c) **Contractor Quality Control:** A subplot equals 500 ton. Test chip seal aggregate as follows:

- Grading (Section 200.4-2) 1 per subplot and ant the start of production.
- Durability (Section 200.4-5) at the beginning of production.
- Harmful Substances (Section 200.4-6) 1 per subplot and ant the start of production.

(d) **Acceptance of Aggregate** - The suppliers quality control tests will be used for acceptance of aggregates if verified by the County's quality assurance program. The County will perform quality assurance testing every 5,000 ton of chip seal aggregate produced.

**Aggregate Stockpile** - The County will furnish a stockpile area with a hard surface of asphalt, concrete, or 6" of compacted aggregate.

**00710.80 Measurement** – The quantities of aggregate will measured on the weight basis in the hauling vehicle.

**00710.90 Payment** – The accepted quantities of chip seal aggregate will be paid according to weigh tickets, per ton.

Payment will be made in full for furnishing chip seal aggregate, and for furnishing all equipment, labor, and incidentals necessary to complete the work specified.

# Exhibit B

## PW 01-28-25

### PRICING SUBMITTAL FORM

**PRICING SUBMITTAL INSTRUCTIONS:**

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

Chip Seal Aggregate	Quantity	Units	Unit Price	Price Amount
3/8"-No.4	8,000	Ton	\$29.50	\$236,000.00

See Special Provisions Attached under Exhibit 1.

Total Bid: \$ 236,000.00

**OFFEROR NAME:** Siegmund Excavation and Construction Inc

Contact Person: Scott Panter

Telephone Number: (541) 510-0978

Email: scottp@siegmundcompanies.com

Fax Number: (503) 769-1834

Federal ID Number: 93-1002445

# EXHIBIT B

## MISCELLANEOUS CERTIFICATIONS & ACKNOWLEDGMENT FORM

### ADDITIONAL LICENSING REQUIREMENTS

Not Required

### RESIDENCY INFORMATION

In determining the lowest responsive bid, the County shall apply the reciprocal preference as set forth in ORS 279A.120 and YCC 3.20.046.0300 – 3.20.046.0330 for a Nonresident Offeror. (YCC 3.20.047.0600)

"Resident Offeror" means an Offeror that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this County, and has stated in the bid whether the Offeror is a "resident Offeror". (ORS 279A.120(b))

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

a. Check one: Offeror is a:  Resident Offeror  
 Nonresident Offeror

b. If a Resident Offeror, enter your Oregon business address: P.O. Box 840  
Stayton, OR 97383

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

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

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

### INSURANCE INFORMATION

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

Carrier: Saif Policy No.: 907522

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

Carrier: Travelers Policy No.: 4T415793

(3) The awarded contractor must maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services awarded under this ITB. Automobile Liability Insurance coverage shall be

sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Offeror has obtained insurance required by this section through:

Carrier: Travelers Policy No.: 810-4T41V765-24-26-G

#### ADDENDA ACKNOWLEDGEMENT

(1) The County reserves the right to make changes to the Invitation to Bid and the resulting contract by written Addenda prior to the closing time and date. Addenda will be available at <https://www.yamhillcounty.gov/Bids.aspx>

Total Bid: \$ 236,000.00

. The County is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by the County and upon issuance are incorporated into the Invitation to Bid or the resulting contract.

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

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

Addenda: No. 0 to No. 0 inclusive.

#### CERTIFICATION OF COMPLIANCE WITH TAX LAWS

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

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

By my signature on the Offeror Signature Form, Exhibit C, I certify that I am authorized to act on behalf of Offeror in this matter and that Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

#### ACKNOWLEDGMENT OF STATUTORY CONDITIONS

By my signature on the Offeror Signature Form, Exhibit C, I acknowledge and signify that I fully comprehend, and will comply with, the following statutory provisions:

- If Offeror employs workers in performance of the service requested, the Offeror shall:
  - Make payment promptly, as due, to all persons supplying to Offeror labor or material for the performance of the work provided;
  - Pay all contributions or amounts due the Industrial Accident Fund from incurred in the performance of the goods/services requested;
  - Not permit any lien or claim to be filed or prosecuted against the State of Oregon or Yamhill County on account of any labor or material furnished; and
  - Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. (ORS 279B.220)

- If goods/services requested involve lawn and/or landscape maintenance, Offeror agrees to salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 279B.225)
- No person shall be employed by Offeror for the goods/services requested 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 as specified in ORS 279B.020. This requirement does not apply to employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. (ORS 279B.235(a))
- Offeror shall comply with the prohibition of discriminatory wage rates set forth in ORS 652.220. (ORS 279B.235(b))
- Offeror shall not prohibit any of Offeror'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. (ORS 279B.235(c))
- If goods/services requested involve lubricating oil and/or industrial oil, Offeror shall use recycle oils when feasible. (ORS 279B.240)

# EXHIBIT C

## OFFEROR SIGNATURE FORM by OFFEROR'S DULY AUTHORIZED REPRESENTATIVE

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

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

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

Offeror Business Name: Siegmund Excavation and Construction Inc

Federal Employer Identification No.: 93-1002445

Name and Title of Duly Authorized Representative: GIBSON KUENZLE, CHIEF CONSTRUCTION OFFICER

Authorized Signature: 

Date: 1/27/25

# BID BOND

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**CONTRACTOR:**

*(Name, legal status and address)*

Allied Rock, LLC  
PO Box 840  
Stayton, OR 97383

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N. Franklin St.  
Chicago, IL 60606

**OWNER:**

*(Name, legal status and address)*

Yamhill County  
2060 NE Lafayette Ave.  
McMinnville OR 97128

**BOND AMOUNT:** Ten Percent of Total Amount Bid (10%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

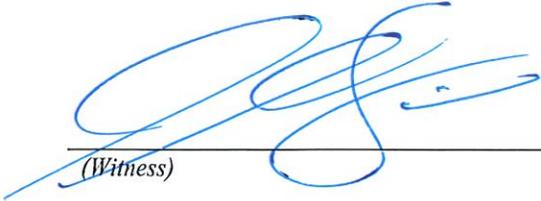
2025 Yamhill county Chip Seal Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of January, 2025.

  
\_\_\_\_\_  
(Witness)

Allied Rock, LLC   
\_\_\_\_\_  
(Principal) (Seal)  
CHIEF CONSTRUCTION OFFICER  
\_\_\_\_\_  
(Title)

Staci O'Dell Digitally signed by Staci O'Dell  
Date: 2025.01.22 11:34:43 -08'00'  
\_\_\_\_\_  
(Witness) Staci O'Dell

Western Surety Company  
\_\_\_\_\_  
(Surety) Tracy Stewart Digitally signed by Tracy Stewart  
Date: 2025.01.22 11:29:56 -08'00' (Seal)  
\_\_\_\_\_  
(Title) Tracy Stewart Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DEREK A. SADOWSKI, TY MOFFETT, TRACY STEWART, and STACI O'DELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of January, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC