



Contract Review Sheet

PW-5989-24

Public Improvement Agreements #: PW-5989-24 Amendment #: _____

Contact: Chalyce MacDonald Department: Public Works Department

Phone #: (503) 566-4139 Analyst: Kathleen George

Title: All Roads Transportation Safety (ARTS) Curve Warning Signs

Contractor's Name: Mid Valley Excavation, LLC

Term - Date From: Execution Expires: September 30, 2025

Original Contract Amount: \$ 168,265.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 168,265.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# PW1493-24

Description of Services or Grant Award

Contract for installation of signage, including but not limited to; chevrons, advance curve warning signs, advisory speed plaques, and winding road signs.

Desired BOC Session Date: 4/10/2024 Files submitted in CMS for Approval: 3/20/2024

Agenda Planning Date: 3/28/2024 Printed packets due in Finance: 3/26/2024

Management Update: 3/26/2024 BOC upload / Board Session email: 3/27/2024

BOC Session Presenter(s) Ryan Crowther

FOR FINANCE USE

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 10, 2024

Department: Public Works

Title: Public Improvement Agreement for ARTS Curve Warning Signs Project

Management Update/Work Session Date: March 26, 2024 Audio/Visual aids [checked]

Time Required: 5 min. Contact: Carl Lund Phone: 503-566-3984

Requested Action: Approve Construction Contract PW-5989-24 with Mid-Valley Excavation for the installation of curve warning signs.

Issue, Description & Background: Public Works received a grant from ODOT through the All Roads Transportation Safety (ARTS) program to install curve warning signs along Abiqua Road, Orville Road, Vitae Springs Road and River Road South. Receipt of the funds was based on site conditions and historical crash data along these segments of roads. The low bid received to complete this work was submitted via Invitation to Bid by Mid-Valley Excavation with a total bid of \$168,265.

Financial Impacts: This is a budgeted expense in the current fiscal year.

Impacts to Department & External Agencies: Entering into this agreement does not directly impact any other Marion County departments. The project will benefit the public at large by providing guardrail that meets current standards at the project location.

List of attachments: Public Improvement Agreement/Construction Contract PW-5989-24

Presenter: Carl Lund

Department Head Signature: [Handwritten Signature]

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and Mid Valley Excavation, LLC, hereinafter called the "Contractor" for the Project entitled: All Roads Transportation Safety (ARTS) Curve Warning Signs.

WITNESSETH

Contractor, in consideration of the sum of \$168,265.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County, nor purport to act as legal representative of the Marion County, without the prior written consent of the County's Legal Counsel. The County may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the County, or the Contractor is not adequately defending the County's interests, or that an important governmental principle is at issue or that it is in the best interests of the County to do so. The County reserves all rights to pursue claims it may have against Contractor if the County elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.
6. In consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

- a. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Marion County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, Marion County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

1. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

11. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

13. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute 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. In no event shall this be construed as a waiver by Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the

Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN
PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective
official seals, as of the day and year first above written.

MARION COUNTY

CONTRACTOR

Recommended by:

Director of Public Works Date

Company

Chief Administrative Officer Date

Signature

APPROVED AS TO FORM:

Name

Marion County Contracts Date

Title

Marion County Legal Counsel Date

Address

APPROVED BY:

City, State, Zip

Commissioner Date

Phone Number

Commissioner Date

FEIN #

Commissioner Date

MARION COUNTY PUBLIC WORKS
INVITATION TO BID
FOR
THE CONSTRUCTION OF

All Roads Transportation Safety (ARTS)
Curve Warning Signs

Signing

MARION COUNTY, OREGON

Bid Publication Date: February 9, 2024

Bid Opening: February 29, 2024

MARION COUNTY BID #: PW1493-24

OREGONBUYS BID SOLICITATION #: S-C25102-00009148

ECMS NO. 2024-202
ACCOUNTING PROJECT NO. 104773

MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron	Commissioner
Danielle Bethel	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works



Special Specifications Sections 00100, 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199



Special Specifications Sections 00210, 00220, 00221, 00222, 00223, 00224, 00905, 00910, 00930, 00940, 02560, 02910

Electronic copies of this Invitation to Bid and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the URL:

<https://contracts.co.marion.or.us/gateway/>

TABLE OF CONTENTS

	Page
<u>INTRODUCTION</u>	1
<u>BID SCHEDULE</u>	3
<u>BID CERTIFICATION</u>	4
<u>BID BOND</u>	10
<u>PERFORMANCE BOND</u>	11
<u>LABOR AND MATERIALS PAYMENT BOND</u>	13
<u>DRUG & ALCOHOL TESTING POLICY CERTIFICATION</u>	15
<u>FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS</u>	16
<u>FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM</u>	17
<u>SAMPLE CONSTRUCTION CONTRACT</u>	19
<u>SPECIAL PROVISIONS</u>	23

INTRODUCTION

1.1 Description of Work

Installation of signage, including but not limited to; chevrons, advance curve warning signs, advisory speed plaques, and winding road signs as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$200,000 to \$300,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Section 00120.45(b) of these Special Provisions by 2:00 p.m. on Thursday, February 29, 2024 (Bid Closing). It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

Electronic bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid Closing. Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <https://oregonbuys.gov/bsol>.

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than September 30, 2024.

Recording of the elapse of Calendar Days, if specified, will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

1.5 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Chalyce MacDonald

503-566-4139

CMacDonald@co.marion.or.us

1.6 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid.

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.7 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2021 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:

https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf.

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County, Part 00100, available for download on the Marion County website at:
https://www.co.marion.or.us/PW/Engineering/Documents/2021_MCPW_General_Conditions.pdf.

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

1.8 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.9 Contract Expiration Date

Contract 2024-202 expires on September 30, 2025.

1.10 Prevailing Wage Rate Requirements

The Contractor must comply with all of the Oregon Revised Statutes for Public Works Contracts.

The Project is subject to the applicable Oregon prevailing wage rate law (BOLI) and any amendments last published prior to the advertisement date listed on the bid document cover page. It is not subject to the Davis Bacon Act. See detailed requirements in the sample contract.

1.11 Funding

This project is locally funded.

1.12 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

1.13 Bid Evaluation

The County will perform an analysis of the bids to determine if any significantly unbalanced items are to the detriment of the County per Section 00120.70 of the General Conditions. The County reserves the right to reject any such bid that is mathematically and materially unbalanced. A materially unbalanced bid is when the Agency determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the Agency.

MID VALLEY EXCAVATION, LLC

BID SCHEDULE

Marion County Public Works

The Construction of All Roads Transportation Safety (ARTS) Curve Warning Signs

Marion County Bid Solicitation #: PW1493-24

OregonBuys Bid Solicitation #: S-C25102-00009148

ECMS #: 2024-202

PROJECT NUMBER 1 - Orville/Vita Springs Rd

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
210.100	MOBILIZATION	1.00	Lump Sum	\$12,000.00	\$12,000.00
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	\$2,500.00	\$2,500.00
225.490	FLAGGERS	400.00	Hour	\$67.50	\$27,000.00
905.100	REMOVE EXISTING SIGNS	1.00	Lump Sum	\$6,300.00	\$6,300.00
	REMOVE AND REINSTALL EXISTING SIGNS	1.00	Lump Sum	\$1,250.00	\$1,250.00
910.100	WOOD SIGN POSTS	4,508.00	Foot Board	\$7.50	\$33,810.00
	CHEVRON ADJUSTABLE BRACKET	113.00	Each	\$185.00	\$20,905.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	2,687.50	Square Foot	\$24.00	\$64,500.00
ECMS 2024-202 - TOTAL EXTENSION				\$168,265.00	

BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County Courthouse
Salem, Oregon 97301

Commissioners:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will 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 obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract 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 this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$500,000.

The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 309,739.75.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project and has attached proof of prequalification to this Bid.

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	Lyons, Oregon
Owners Name	Marion County
Type of Work	Roadsign removal and replacement
% Completed	100%
Estimated Completion Date	8/31/2023

Contract #2

Location (city/state)	Philomath, OR
Owners Name	Craig Olson / ODOT
Type of Work	Contract B237128; Install 16 Miles of Type 1 & II delineators along US20
% Completed	100%
Estimated Completion Date	December 2019

Contract #3

Location (city/state)	Mcminnville, OR
Owners Name	Craig Olson / ODOT
Type of Work	Contract B36433; Install Type 1 and gaurdrail delineators on OR99W
% Completed	100%
Estimated Completion Date	March 2019

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	Don Alexander
Business or Employer	Marion County Public Works
Telephone	503-365-3169
Project Name/\$ Amount	North Fork Fire Recovery Signing / \$154,536.00

#2 Project Owner Reference

Reference Name	Craig Olson
Business or Employer	ODOT
Telephone	503-583-0776
Project Name/\$ Amount	OR99W & US20 Delineator Installation Projects / approx. \$50,000

#1 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#2 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

The name of the Bidder who is submitting this Bid Certification is:

Company: Mid Valley Excavation, LLC
(Print or Type)

Address: 14818 Triumph Rd SE
(Print or Type)

City, State Zip Sublimity, OR 97385
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Michael Nelson, General Manager _____

Dated this 28 day of February, 2024.

Construction Contractor's
Board Registration Number
197179

Mid Valley Excavation, LLC
Firm Name

Michael Nelson
Signature of Bidder

Michael Nelson
Name Print or Type

General Manager / Owner
Title Print or Type

Telephone No. 503-800-1746

Email Address: mnelson@midvalleyexcavation.com

Tax ID # 36-4731951

Business Organization: (Check one)

Corporation Joint Venture Limited Liability Company

Partnership Other _____ Sole Proprietorship

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Mid Valley Excavation, LLC
_____, hereinafter
called the Principal, and Western Surety Company, a Corporation
organized and existing under and by virtue of the laws of the state South Dakota
duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto
Marion County hereinafter called the County, in the penal sum of ten percent of the total amount
of the bid-----Dollars (\$ 10%-----), for the payment of which, well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith
submitting his or its Bid Proposal for Marion County All Roads Transportation Safety (ARTS) Curve Warning Signs
said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the
Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract
as required by the bidding and the Contract Documents within the time set by said Documents, then
this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety
hereby agrees to pay to the County the penal sum as liquidated damages.

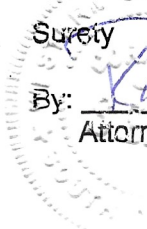
Signed and sealed this 29th day of February, 2024.

Mid Valley Excavation, LLC
Principal

By: [Signature]
A certified copy of the Agent's

Power-of-Attorney must be _____
Attached hereto.

Surety Western Surety Company
By: [Signature]
Attorney-in-Fact Richard E. Davis



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66953948

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Richard Edward Davis

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mid Valley Excavation, LLC

Obligee: County of Marion County

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66953948 is not issued on or before midnight of May 29th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 29th day of February, 2024.

WESTERN SURETY COMPANY

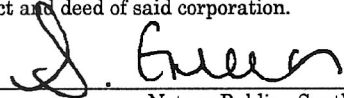

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 29th day of February, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 29th day of February, 2024.

WESTERN SURETY COMPANY


Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

PERFORMANCE BOND

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Mid Valley Excavation, LLC as
PRINCIPAL (hereinafter called CONTRACTOR), and Western Surety Company a
corporation organized and existing under and by virtue of the laws of the state of South Dakota
_____ duly authorized to do surety business in the state of Oregon and named on the
current list of approved surety companies acceptable on federal bonds and conforming with the
underwriting limitations as published in the Federal Register by the audit staff of the Bureau of
Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as
determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY
as OBLIGEE (hereinafter called MARION COUNTY), the amount of one hundred sixty-eight thousand
two hundred sixty-five and no/100s-----Dollars (\$ 168,265.00-----) in lawful money of the United
States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated
April 11, 2024, which Contract is hereunto annexed and made a part
hereof, for accomplishment of the project described as follows: All Roads Transportation (ARTS) Curve Warning Signs

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall
promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and
agreements of the aforesaid contract and having performed its obligations thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of
any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said
Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the
Contract Documents for the project described herein, the SURETY may promptly remedy the default,
or shall promptly complete the project in accordance with the Contract Documents and the project
Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further
stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the
Contract or Specifications for _____ are within the
scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such
change, extension of time, alteration or addition to the terms of the _____ or
to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the
terms of the _____ or to the Work or to the Specifications shall automatically
increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not
exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the
Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding
successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other
than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and
severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day
of April, 2024.

Western Surety Company

SURETY

CONTRACTOR Mid Valley Excavation, LLC

By: *Michelle*

Title: _____

By: *Richard E. Davis* Richard E. Davis

Title: Attorney in Fact

465 Division St NE

Street Address

Salem OR 97301

City State ZIP

503-779-1850

Phone Number

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66999852

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Richard Edward Davis

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mid Valley Excavation, LLC

Obligee: County of Marion County

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

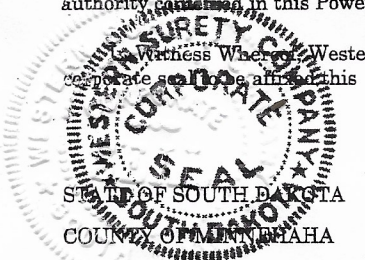
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66999852 is not issued on or before midnight of June 30th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

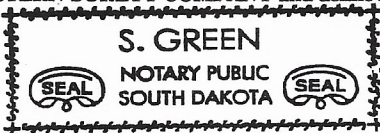
Witness Whereby Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal on this 21st day of March, 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 21st day of March, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 21st day of March, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of April, 2024.

Western Surety Company
SURETY

CONTRACTOR · Mid Valley Excavation, LLC

By: *Mid Val*

Title: *Member*

By: *Richard E Davis* Richard E. Davis

Title: Attorney in Fact

465 Division St NE
Street Address

Salem OR 97301
City State ZIP

503-779-1850
Phone Number

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66999852

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Richard Edward Davis

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mid Valley Excavation, LLC

Obligee: County of Marion County

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

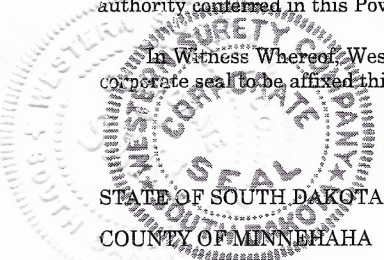
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66999852 is not issued on or before midnight of June 30th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 21st day of March, 2024.



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 21st day of March, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Green
Notary Public - South Dakota
My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 21st day of March, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

 ✓ Yes No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Mid Valley Excavation, LLC

Name/Title Michael Nelson, General Manager

Address P.O. Box 541, Sublimity, OR 97385

Signature <u>Michael Nelson</u>
Date <u>2/28/2024</u>

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed \$100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to the same place and to the same recipient designated in the Invitation to Bid, **NOT LATER THAN** two (2) working hours after the time Bids are due
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or \$15,000, whichever is greater, or
2. \$350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name All Roads Transportation Safety (ARTS) Curve Warning Signs

ECMS Contract # ECMS NO. 2024-202

Bid Opening Date 2/29/2024

Name of Bidding Contractor Mid Valley Excavation, LLC

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name Traffic Safety Supply	Dollar Amount \$42,422.50
Category of Work Sign Manufacturer / Vendor	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Replace this PART of the Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2021, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division web site at <https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx> and included in these Special Provisions.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows:

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section – Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Nonfield-Tested Materials Acceptance Guide (NTMAG)
https://www.oregon.gov/odot/Construction/Documents/NTMAG_202301.pdf

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

00120.01 General Bidding Requirements – Replace the first sentence with the following:

Submit bids through the internet (electronic) in PDF format only.

00120.05 Request for Invitation to Bid – Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/> and then searching for the solicitation listed in the advertisement and ITB cover sheet.

Delete the second paragraph.

00120.16(a) Written Request – Replace this subsection except for the subsection number and title, with the following:

Unless specified as the subject of an exemption per ORS 279C.345, if a Bidder proposes to use Materials, Equipment, products, and/or methods other than those specified, the Bidder shall submit a written request through the Agency's Procurement Collaboration Portal, at least 7 Calendar Days prior to Bid Opening, including complete descriptive and technical information on the proposed Materials, Equipment, products, and/or methods.

00120.30 Changes to Plans, Specifications or Quantities before Opening of Bids – Replace the first paragraph with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by publishing them on the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>. Bidders shall be solely responsible to check the Procurement Collaboration Portal for Addenda periodically, including daily, as necessary, to receive all Addenda applicable to the Bid.

00120.40 Preparation of Bids - Replace subsection (a) with the following:

(a) Electronic Bids - Bidders shall download the Invitation to Bid documents from the Agency's Procurement Collaboration Portal. Bidders shall not alter, in any manner, the documents within the Invitation To Bid. Bidders shall complete the certifications and statements included in the Invitation To Bid 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 Invitation To Bid. Entries on the documents in the Invitation To Bid shall be in ink or typed. Signatures and initials shall either be in ink or electronic.

00120.40(c) Bid Schedule Entries - Replace this subsection with the following:

(c) Electronic Bid Schedule Entries - Using figures, Bidders shall fill in all bid item unit prices in the electronic Bid Schedule spreadsheet file. The total bid item price will be automatically calculated and entered. The unit price shall be greater than zero. Once all unit prices are entered, the total amount of the Bid will be automatically calculated and entered. It is the Bidder's responsibility to verify the accuracy of all automatically calculated figures.

00120.40(e) Bid Guarantee – Add the following to the end of this subsection:

A scanned (PDF) copy of the bid guarantee shall be submitted electronically through the Agency's Procurement Collaboration Portal along with the bid. The Bidder shall immediately provide hard copies of the original bid security documentation to the Agency if requested.

00120.40(f) Disclosure of First-Tier Subcontractors – Revise this subsection as follows:

In the sentence "The Subcontractor Disclosure Form may be submitted ...", delete "paper".

Replace the two bullets that follow the sentence "The Subcontractor Disclosure Form may be submitted ..." with the following:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on [Project name]" (see Invitation To Bid cover page).

00120.45(a) Paper Bids – Delete this subsection, paper bids will not be accepted.

00120.45(b) Electronic Bids - Replace this subsection, except for the subsection number and title with the following:

Submit electronic Bids to the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>. Electronic Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal.

Bids submitted after the time set for receiving Bids will not be opened or considered.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

00120.60 Revision or Withdrawal of Bids - Revise this section as follows:

In the first sentence, replace the word “paper” with “electronic”.

Replace the second bulleted line with the following:

- Changes are uploaded to the Agency's Procurement Collaboration Portal prior to the time identified in the Invitation To Bid for submitting bids and identified as “updated bid”; and

In the sentence after the third bullet, replace the word “paper” with “electronic”.

Replace the last bullet in this section with the following:

- The request is uploaded to the Agency's Procurement Collaboration Portal prior to the time identified in the Invitation To Bid for submitting Bids.

00120.65 Opening and Comparing Bids – In the first sentence, before the word “Bids”, add “Electronic”.

00120.70 Rejection of Non-responsive Bids – In the seventh bulleted line, add “or electronically affixed.” to the end of the sentence.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:

00130.10 Award of Contract – Replace the sentence that begins with “The Agency will post ...” with the following:

The Agency will post Notice of Intent to Award on the OregonBuys website at <https://oregonbuys.gov/bsol/>.

Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

00130.50(a) By the Bidder – Replace this subsection, except for the subsection number and title, with the following:

(1) The successful Bidder shall deliver one original copy of the properly executed Performance Bond and Payment Bond, along with certification of workers' compensation coverage, and all required certificates of insurance, to the Agency within 10 Calendar Days after the date of Notice of Intent to Award.

Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate Subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor.

(2) Within 7 Calendar Days after receipt of the Agency-signed Contract booklet, the Bidder shall return a fully executed Contract booklet to the Agency.

00130.50(b) By the Agency - Replace this subsection, except for the subsection number and title, with the following:

Within 21 Calendar Days after the Agency has received and verified the properly executed documents specified in 00130.50(a)(1) and received legal sufficiency approval from the Agency's attorney (if required), the Agency will execute the Contract. The Agency will then send an Agency-signed original Contract booklet to the successful Bidder, who will execute the Contract as specified in 00130.50(a)(2). Upon final execution, the Bidder officially becomes the Contractor.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

00150.50(c) Contractor's Responsibilities – Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Supplemental Specifications.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Supplemental Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Supplemental Specifications modified as follows:

00170.00 General - Replace the paragraph that begins " The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

00170.03 Furnishing Right-of-Way and Permits – Add the following at the end of this subsection:

Contractor Provided – The City of Salem requires a Work in Right-of-Way permit to place temporary traffic control signs in their right-of-way. The application is available at: <https://www.cityofsalem.net/business/building-in-salem/help/apply-for-a-work-in-public-right-of-way-permit>.

Agency Provided – Marion County will furnish the ODOT Work in Right-of-Way permit for OR 213.

00170.70(a) Insurance Coverages – Add the following after the first paragraph:

Insurance Coverages per Occurrence	Combined Single Limit	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	(Aggregate limit not required)

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Supplemental Specifications.

00180.40(d) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
Holidays and Special Events	00220.40(e)

The Contractor shall be aware of and subject to schedule limitations in the Supplemental Specifications Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - Add the following paragraph:

The Contractor shall submit a "Type B" schedule.

00180.42 Preconstruction Conference – Add the following sentence:

The meeting may include but is not limited to representatives from; Marion County, utilities, contractor, subcontractor, and quality control personnel.

00180.50(h) Contract Time – Complete all Work to be done under the Contract before the elapse of the Time for Completion of Work as listed in the Introduction.

00180.80(d) Basis for Adjustment of Contract Time – Replace the second to the last bullet in this subsection with the following bullet:

- Reasonably predictable weather conditions; or

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

The liquidated damaged for failure to complete all work by the date specified in the introduction will be \$806 for each calendar day until the work is completed.

SECTION 00190 – MEASUREMENT AND PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions modified as follows:

00195.10 Payment for Changes in Materials Costs - Delete this subsection.

00195.50(a) Progress Payments - Replace the paragraph that begins "The estimates upon which progress payments are ..." with the following paragraph:

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

April 1 through October 31

Daily, Monday through Friday, between 7:00 a.m. and 7:00 p.m.

November 1, through March 31,

Daily, Monday through Friday from daylight to ½ hour before sunset.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins "Moving temporary barrier to and from Contractor's stockpile areas".

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for "Temporary Traffic Control Signs".

00222.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for "Temporary Traffic Control Signs."

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.80(a)(1) Traffic Control Supervisor – - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for traffic control supervisor

00223.90 Payment – Delete the following pay item:

(b) Traffic Control SupervisorEach or Hour

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

00224.80 Measurement – Replace this subsection, except subsection number and title, with the following:

No measurement of quantities will be made for work performed under this section.

00224.90 Payment - Replace this subsection, except subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope – After the second paragraph add the following paragraph:

Furnish erosion control measures that prevent debris and petroleum products from entering any waters of the state, U.S. or storm drains. The contractor shall implement Best Management Practices (BMP) for construction.

Marion County Department of Public Works Best Management Practices for Clean Water for County's best practices are available for download at: [Water Quality BMP Basic Principles \(marion.or.us\)](http://marion.or.us)

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

00280.90 Payment – Replace this subsection with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

00290.30(a)(7) Water Quality:

- Implement containment measures adequate to prevent construction debris, fuel or petroleum products, from entering waters of the State, U.S, or storm inlet.
- Locate area for parking, refueling, or servicing equipment at least 150 feet from any waters of the state, U.S., or storm inlet.

00290.30(b) Treated Wood:

- Store treated wood shipped to the Project out of contact with standing water, wet soil, and protected from precipitation.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from waters of the State.

00290.36(a) Migratory Birds - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds.

00290.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications modified as follows:

00905.00 Scope - Add the following paragraphs to the end of this subsection:

Work includes the removal and disposal of damaged sign support and the removal and salvaging of existing signs and supports to Marion County Public Work Shops at 5155 Silverton Rd. Contact Don Alexander, 503-365-3169 to coordinate.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications.

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.10 Materials - Add the following to the end of this subsection:

The TAPCO Adjustable Chevron Bracket package is pre-approved, or submit an equal Adjustable Chevron Bracket Package for the Engineer’s approval.

Manufacturer	Description	Part No.
TAPCO	Chevron Bracket Package	SKU 114403K

00930.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Chevron Adjustable Bracket	273.46

00930.90 Payment – Replace the List of Pay Items in this section with the following:

Pay Item	Unit of Measurement
(a) Chevron Adjustable Bracket	Each

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

Add the following subsection:

00940.12 Sign Coatings -

Furnish all signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

Where shown, furnish signs with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

00940.40 General - Add the following sentence to the end of the paragraph that begins “Fabricate all components...”:

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

00940.45 Legend Installation – In the third paragraph, in the sentence that begins “Spacing between words...” replace “Series “E” modified” with “Series “C”..”.

00940.47 Sign Erecting - Replace the paragraph that begins "When signs are installed on supports..." with the following paragraph:

When signs are installed on supports 10 feet or less from the edge of guardrail, curb, or Shoulder, set them to reflect 0 to 3 degrees away from traffic. When signs are installed on supports more than 10 feet from the edge of guardrail, curb, or Shoulder, set them to reflect 0 to 3 degrees toward traffic.

00940.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for anti-graffiti coating of signs.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.33(a) General - Replace this subsection, except for the subsection number and title, with the following:

Permanent legends consist of white retroreflective screened, red retroreflective screened, black screened or cut-out white retroreflective sheeting. The letters and numerals of all permanent legends shall conform to the design of the FHWA Standard Rounded Capital Letter Alphabets.

Add following subsection:

02910.50 Digitally Printed Signs, Temporary - Temporary traffic control signs may use digitally printed signs from an integrated engineered match component system on the QPL and applied to furnished substrate according to 00222.10(b).