



Contract Review Sheet

PW-5987-24

Public Improvement Agreements #: PW-5987-24 Amendment #: _____

Contact: Chalyce MacDonald Department: Public Works Department

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

Title: 2024 Asphalt Concrete Resurfacing

Contractor's Name: Roy Houck Construction LLC

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

Original Contract Amount: \$ 3,719,939.70 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 3,719,939.70 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# PW1502-24

Description of Services or Grant Award

Construction agreement for asphalt resurfacing of various Marion County roads.

Desired BOC Session Date: 4/10/2024 Files submitted in CMS for Approval: 3/27/2024

Agenda Planning Date: 4/4/2024 Printed packets due in Finance: 4/2/2024

Management Update: 4/2/2024 BOC upload / Board Session email: 4/3/2024

BOC Session Presenter(s) Ryan Crowther, Brandon Stoyles

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: Agreement with Roy Houck Construction for Asphalt Concrete Resurfacing of Marion County Roads

Management Update/Work Session Date: April 2, 2024 Audio/Visual aids

Time Required: 10 minutes Contact: Ryan Crowther Phone: 503-365-3112

Requested Action: Approval of Public Improvement Agreement No. PW-5987-24 with Roy Houck Construction for Asphalt Concrete Resurfacing of Various County Roads, in the amount of \$3,719,939.70.

Issue, Description & Background: Planned work for this project includes isolated pavement repairs, milling and replacing the top 3" of existing asphalt pavement, re-installing centerline rumble strips, new striping, and shoulder rock on 11.66 miles of Cascade Hwy between Silverton and Sublimity. ITB was posted from 2/16/24 - 3/7/24 and five bids were submitted, of which Roy Houck was the lowest responsible bidder at \$3,719,939.70.

Financial Impacts: Public Works has the required funds budgeted for this project.

Impacts to Department & External Agencies: Entering into this agreement does not directly impact any other Marion County departments.

List of attachments: Public Improvement Agreement/Construction Contract

Presenter: Ryan Crowther

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 Roy Houck Construction, LLC, hereinafter called the "Contractor" for the Project entitled: Asphalt Concrete Resurfacing of Various Marion County Roads (2024).

WITNESSETH

Contractor, in consideration of the sum of \$3,719,939.70 (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, State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation and their 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 and ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or ODOT, 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, ODOT or any agency of the State of Oregon nor purport to act as legal representative of Marion County, the State of Oregon or any of its agencies, without the prior written consent of the County's Legal Counsel and Oregon Attorney General. The County or State 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 State, or the Contractor is not adequately defending the County's or State's interests, or that an important governmental principle is at issue or that it is in the best interests of the County or State to do so. The County and State reserves all rights to pursue claims it may have against Contractor if the County or State of Oregon 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

Commissioner Date

Company

Commissioner Date

Signature

Commissioner Date

Name

RECOMMENDED BY:

Director of Public Works Date

Title

Marion County Contracts Date

Address

APPROVED AS TO FORM:

City, State, Zip

Marion County Legal Counsel Date

Phone Number

Chief Administrative Officer Date

FEIN #

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

ASPAHLT CONCRETE RESURFACING OF
VARIOUS MARION COUNTY ROADS

MARION COUNTY, OREGON

Bid Publication Date: February 16, 2024

Bid Opening March 7, 2024

MARION COUNTY BID #: PW1502-24

OREGONBUYS BID SOLICITATION #: S-C25102-00009451

ECMS NO. 2024-101
ACCOUNTING PROJECT NO. 100267

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Kevin Cameron	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works



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

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

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INTRODUCTION

1.1 Description of Work

Asphalt Concrete Resurfacing of Various Marion County Roads as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$4,000,000 to \$5,000,000.

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 00120.45 by 2:00 p.m. on March 7, 2024 (Bid Closing). Bids will be considered time-stamped and received by the County at the time they are uploaded to the Procurement Collaboration Portal at <https://contracts.co.marion.or.us/gateway/>.

It is the Bidder's responsibility to ensure that bids are received by the County prior to the stated submission deadline at the URL shown above. 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 Revision or Withdrawal of Bids

Refer to section 00120.60 of the General Conditions for Construction for Marion County.

1.5 Time for Completion of Work

Start no work before June 1, 2024, and Complete all Work to be done under the Contract not later than August 31, 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.

1.6 Funding

This project is Locally Funded.

1.7 Project Information

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

Contracts Specialist

PWContracts@co.marion.or.us

1.8 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.

1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 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/Pages/Standard_Specifications.aspx

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2021), Part 00100, available for download on the Marion County website at: <https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx>.

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.

1.10 Prevailing Wage Rate Requirements

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

This 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 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 County 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 County 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.

1.12 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 County determines that an award to the Bidder submitting a mathematically unbalanced bid likely will not result in the lowest ultimate cost to the County.

BID SCHEDULE
 Marion County Public Works
 Asphalt Concrete Resurfacing Of Various Marion County Roads
 Marion County Bid Solicitation #: PW1502-24
 OregonBuys Bid Solicitation #: S-C25102-00009451
 ECMS #: 2024-101

PROJECT NUMBER 1 - CASCADE HWY

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1.801	ACP MATERIAL PRICE ADJUSTMENT	0.00	AA	\$1.00	
225.276	TEMPORARY REMOVABLE TAPE	120.00	FEET	\$2.00	\$240.00
225.450	PORTABLE CHANGEABLE MESSAGE SIGNS	6.00	EACH	\$1,800.00	\$10,800.00
225.490	FLAGGERS	2,580.00	HOUR	\$0.01	\$25.80
225.494	TRAFFIC CONTROL SUPERVISOR	1.00	LS	\$245,000.00	\$245,000.00
225.510	PILOT CARS	520.00	HOUR	\$0.01	\$5.20
305.100	CONSTRUCTION SURVEY	1.00	LS	\$8,888.00	\$8,888.00
490.125	MINOR ADJUSTMENT OF MANHOLES	1.00	EACH	\$3,000.00	\$3,000.00
490.300	ADJUST BOXES	20.00	EACH	\$383.10	\$7,662.00
620.101	COLD PLANE PAVEMENT REMOVAL	200,700.00	SY	\$2.35	\$471,645.00
641.190	AGGREGATE SHOULDERS	7,350.00	TON	\$34.65	\$254,677.50
745.451	LEVEL 3, 1/2" DENSE, PG 64-22, ACP	34,500.00	TON	\$74.90	\$2,584,050.00
745.481	LEVEL 3, 1/2" DENSE, PG 64-22, ACP, IN BASE PLUG	175.00	TON	\$120.30	\$21,052.50
748.170	24" ASPHALT CONCRETE PAVEMENT REPAIR	300.00	SY	\$60.85	\$18,255.00
749.150	EXTRA FOR ASPHALT ROAD CONNECTIONS	2.00	EACH	\$2,500.00	\$5,000.00
850.554	12" PAVEMENT BAR, TYPE B	40.00	FT	\$13.00	\$520.00
857.150	CONTINOUS RUMBLE STRIPS	57,534.00	FT	\$0.30	\$17,260.20
860.110	LONGITUDINAL PAVEMENT MARKINGS - PAINT	218,500.00	FT	\$0.21	\$45,885.00
861.225	BI-DIRECTIONAL YELLOW TYPE IAR MARKERS, RECESSED	1,530.00	EACH	\$14.95	\$22,873.50
9999.412	TEMPORARY CENTERLINE DELINEATION	3,100.00	EACH	\$1.00	\$3,100.00
ECMS 2024-101- PROJECT NUMBER 1 TOTAL					\$3,719,939.70

ECMS 2024-101 - TOTAL EXTENSION \$3,719,939.70

BID CERTIFICATION

The Honorable Board of
County Commissioners
Courthouse Square
555 Court St. NE, 5th Floor, Suite 5232
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) and 323 (Cigarettes And Tobacco Products Tax), 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 County 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 County will provide all Addenda only by publishing them on the Marion County Procurement Collaboration Portal website. Addenda may be downloaded from the website.
- The Bidder shall be responsible for diligently checking the Marion County Procurement Collaboration Portal 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, County, the County'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: \$ 20,000,000. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 18,000,000.

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.

[The remainder of this page intentionally left blank.]

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 ORS 279C.375.

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

Contract #1	OR 18: Oldsville Rd - Ash Rd
Location (city/state)	McMinnville, OR
Owners Name	Oregon Dept of Transportation
Type of Work	grade, drain, pave, concrete, illumination, signals, traffic control
% Completed	98%
Estimated Completion Date	March 31, 2024

Contract #2	2021 Street Rehabilitation
Location (city/state)	Dallas, OR
Owners Name	City of Dallas
Type of Work	traffic control, grind, pave
% Completed	100%
Estimated Completion Date	July 2022

Contract #3	Resurfacing of Various Marion County Roads 2022-101 & 2022-102
Location (city/state)	Marion County, OR
Owners Name	Marion County Public Works
Type of Work	traffic control, grind, pave, pavement repair
% Completed	100%
Estimated Completion Date	Sept. 2022

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

#1 Project Owner Reference

Reference Name	Lance Hunt
Business or Employer	David Evans & Associates
Telephone	503-480-1358
Project Name/\$ Amount	OR 18: Oldsville Rd - Ash Rd / \$6,769,234.18

#2 Project Owner Reference

Reference Name	Scott Peterson
Business or Employer	AKS Engineering
Telephone	503-400-6028
Project Name/\$ Amount	2023 Pavement Resurfacing, Keizer / 1,233,394.75

#1 Subcontractor Reference

Reference Name	Buck Johnson
Business or Employer	4S Signs LLC
Telephone	541-928-5858
Project Name/\$ Amount	OR 18: Oldsville Rd - Ash Rd / \$52,150.00

#2 Subcontractor Reference

Reference Name	Ron Hicks
Business or Employer	Hicks Striping & Curbing
Telephone	503-364-4577
Project Name/\$ Amount	2023 Pavement Resurfacing, Keizer / \$29,000.00



Oregon

Kate Brown, Governor

Department of Transportation
ODOT Procurement Office - Construction
3930 Fairview Industrial Drive SE, MS#2-2
Salem OR, 97302-1122
Phone: (503) 986-2710
Fax: (503) 986-6910

June 06, 2022

ROY HOUCK CONSTRUCTION LLC
SARAH KENNEDY
4444 22ND AVE NE
SALEM, OR 97301

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: July 01, 2022

Your prequalification application is valid through: June 30, 2024

Your vendor number is: CV21000162

Work Classifications:

(AB)-AGGREGATE BASE

(ACP)-ASPHALT CONCRETE PAVING AND OILING

(ELEC)-ELECTRICAL

(MHA)-MISC. HIGHWAY APPURTENANCES

(REIN)-BRIDGES AND STRUCTURES

(TTC)-TEMPORARY TRAFFIC CONTROL

(AC)-ROCK PRODUCTION

(EART)-EARTHWORK AND DRAINAGE

(LS)-LANDSCAPING

(PAVE)-PAVEMENT MARKINGS

(SIGN)-SIGNING (PERMANENT)

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our Bid and Award Information website at:

https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office - Construction Contract Unit website:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/NTC.aspx>

This prequalification application does not cover Oregon Department of Transportation projects advertised in ORPIN (Oregon Procurement Information Network) which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.

<https://ecmnet.odot.state.or.us/ebidse/>

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Carolse Will

Oregon Department of Transportation
Procurement Office - Construction Contracts Unit, MS# 2-2
3930 Fairview Industrial Drive SE
Phone: 503-986-2710 Fax: 503-986-6910
ODOTProcurementOfficeConstruction@odot.state.or.us

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

Company: Roy Houck Construction LLC
(Print or Type)

Address: 4444 22nd Ave NE
(Print or Type)

City, State Zip Salem OR 97301
(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:

Roy Houck III _____

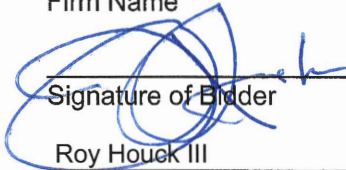
Rye Houck _____

Dated this 7 day of March, 2023

Construction Contractor's
Board Registration Number

192510

Roy Houck Construction LLC
Firm Name


Signature of Bidder

Roy Houck III
Name Print or Type

Member
Title Print or Type

Telephone No. 503-463-7177

Tax ID # 27-2841744

Business Organization: (Check one)

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Sole Proprietorship
- Other _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Roy Houck Construction, LLC
Travelers Casualty and Surety
Company of America, hereinafter called the Principal, and Company of America, a Corporation organized and existing under and by virtue of the laws of the state CT duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the Agency, in the penal sum of Ten Percent of Amount 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 Asphalt Concrete Resurfacing of Various Marion County Roads 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 Agency the penal sum as liquidated damages.

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

Roy Houck Construction, LLC
Principal

By:  _____

Travelers Casualty and Surety Company of America
Surety

By:  _____
Attorney-in-Fact Jessica Gerber

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.



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

POWER OF ATTORNEY

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

Surety Bond No.: Bid Bond

Principal: Roy Houck Construction, LLC

OR

Obligee: Marion County Public Works

Project Description: Asphalt Concrete Resurfacing of Various Marion County Roads, Marion County, OR

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




State of Connecticut

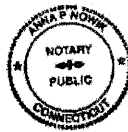
City of Hartford ss.

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

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

My Commission expires the 30th day of June, 2026

By: 
 Robert L. Raney, Senior Vice President




 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 29th day of February, 2024.




 Kevin E. Hughes, Assistant Secretary

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

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Roy Houck Construction, LLC as PRINCIPAL (hereinafter called CONTRACTOR), and ^{Travelers Casualty and Surety Company of America} CT a corporation organized and existing under and by virtue of the laws of the state of CT 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 AGENCY), the amount of ^{Three Million Seven Hundred Nineteen Thousand Nine Hundred Thirty Nine and 70/100} Dollars (\$ 3,719,939.70) in lawful money of the United States of America. CONTRACTOR shall name the Oregon Department of Transportation and State of Oregon as additional obligee under this SURETY.

WHEREAS, the CONTRACTOR entered into a contract with AGENCY dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: ^{Asphalt Concrete Resurfacing} of Various Marion County Roads

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 AGENCY 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 AGENCY. 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 ^{Asphalt Concrete Resurfacing of Various Marion County Roads} 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 Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract 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 AGENCY, the Oregon Department of Transportation and the STATE OF OREGON, their 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 21st day of March, 2024.

Travelers Casualty and Surety Company of America
SURETY

By: Jessica Gerber
Jessica Gerber

Title: Attorney-in-Fact

One Tower Square
Street Address

Hartford CT 06183
City State ZIP

860-277-0111
Phone Number

Roy Houck Construction, LLC
CONTRACTOR

By: Roy Houck III
Roy Houck III
Member

Title: _____

4444 22nd Avenue NE
Street Address

Salem OR 97301
City State ZIP

503-463-7177
Phone Number

LABOR AND MATERIALS PAYMENT BOND
(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Roy Houck Construction, LLC as PRINCIPAL and Travelers Casualty and Surety Company of America a corporation organized and existing under and by virtue of the laws of the state of CT, and 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 which carries an "A" rating 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, unto MARION COUNTY, as OBLIGEE, in the sum of Three Million Seven Hundred Nineteen Thousand Nine Hundred Thirty Nine and 70/100 Dollars (\$ 3,719,939.70) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Asphalt Concrete Resurfacing of Various Marion County Roads.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation 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, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, 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 21st day of March, 2024.

Travelers Casualty and
Surety Company of America
SURETY

By: Jessica Gerber
Jessica Gerber

Title: Attorney-in-Fact

Roy Houck Construction, LLC
CONTRACTOR

By: Roy Houck III
Roy Houck III
Title: Member

One Tower Square
Street Address

4444 22nd Avenue NE
Street Address

Hartford, CT 06104
City, State Zip

Salem, OR 97301

860-277-0111
Phone Number

503-463-7177
Phone Number



**Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company
 Farmington Casualty Company**

POWER OF ATTORNEY

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

Surety Bond No.: 107939873

Principal: Roy Houck Construction, LLC

OR


Obligee: Marion County Public Works

Project Description: Asphalt Concrete Resurfacing of Various Marion County Roads, Marion County, OR

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



State of Connecticut

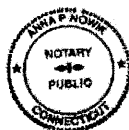
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

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

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

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 21st day of March, 2024.




 Kevin E. Hughes, Assistant Secretary

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

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?

 x Yes No

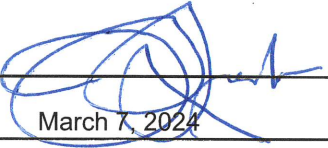
I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Roy Houck Construction LLC

Name/Title Roy Houck III / Member

Address 4444 22nd Ave NE, Salem OR 97301

Signature 
Date <u> March 7, 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 the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the County'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 County'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 Asphalt Concrete Resurfacing of Various Marion County Roads" (see Invitation To Bid cover page).

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 COUNTY 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 Asphalt Concrete Resurfacing of Various Marion County Roads

ECMS Contract # 2024-101

Bid Opening Date March 7, 2024

Name of Bidding Contractor Roy Houck Construction 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 TFT Construction Inc	Dollar Amount \$265,375.00
Category of Work grinding	

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)

PROJECT WAGE RATES

Minimum Wage Requirements - This Project is subject to State prevailing wage rate requirements. Not less than the existing State prevailing wage rates shall be paid to workers according to 00170.65(b) and 00170.65(e).

Applicable Wages - Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable State prevailing wage rates last published prior to the time of Bid Opening, which is stated on the Invitation to Bid, apply to this Project.

Wage Rates are Internet-Accessible - The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: <https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>.

Wage Rates are Subject to Change - Modifications or amendments to BOLI wage rates applicable to this Project may occur at any time before Bid Opening. Bidders are responsible to monitor the respective web page for modifications and amendments up until Bid Opening.

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 website at <http://www.co.marion.or.us/PW/Engineering> 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
- Marion County Procurement Collaboration Portal
www.co.marion.or.us/FIN/Pages/contracts.aspx
- OregonBuys
<https://oregonbuys.gov/bs/>
- Marion County General Conditions for Construction
www.co.marion.or.us/PW/Engineering/Pages/default.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

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 – Revise this section as follows:

Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the County'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 County'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 County reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The County will provide Addenda by publishing them on the County'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 County'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 County's Procurement Collaboration Portal along with the bid. The Bidder shall immediately provide hard copies of the original bid security documentation to the County 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 County'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 County'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 County’s Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>. Electronic Bids will be considered time-stamped and received by the County 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 County’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 County’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:

00130.50(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 County within 10 Calendar Days after the date of Notice of Intent to Award.

Certificates of insurance for coverages that are permitted by the County under 00170.70(a) to be obtained by appropriate Subcontractors shall be delivered by the Contractor to the County 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 County-signed Contract booklet, the Bidder shall return a fully-executed Contract booklet to the County.

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

Within 21 Calendar Days after the County has received and verified the properly executed documents specified in 00130.50(a)(1), and received legal sufficiency approval from the County's attorney (if required), the County will execute the Contract. The County will then send an County-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(f) Utility Information - There are no anticipated conflicts with the Utilities listed below:

Utility	Contact	Phone
Astound	Brian Watson	541-270-4416
City of Sublimity Water	Alan Frost	503-769-2860
City of Sublimity Storm Sewer & Sanitary Sewer	Alan Frost	503-769-2860
NWN	Blake Johnson	503-833-2519
Pacific Power	Wayne Clevenger	541-967-6165
PGE	Emergency Repair	503-464-7777
SCTC	John Eckis	503-932-3794
VERIZON	Robert Newbre	503-317-0826
ZIPLY	Scott Binney	971-416-6552

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

Provisions and Requirements

00165.10(a) Field-Tested Materials - Add the following sentence to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions.

SECTION 00180 - PROSECUTION AND PROGRESS

Add the following Subsection:

00180.40(c) Active Construction Limits – The active construction area shall be limited to a section no longer than seven (7) miles in length. All work must be completed on this 7-mile section including shoulder rock, rumble strips, striping and recessed markers before any work will be allowed to start on another section of the road unless approved by the Engineer.

Add the following Subsection:

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

Limitations	Subsection
Cooperation with Utilities.....	00150.50
Contract Completion Time	00180.50(h)
Right - of - Way and Access Delays.....	00180.65
Traffic Lane Restrictions	00220.40(e)
Holidays and Special Events	00220.40(e)
Noise Control.....	00290.32
Maintenance Under Traffic.....	00620.43
Opening Sections to Traffic.....	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - Add the following paragraph:

The Contractor shall submit a Type **Insert A, B or C** schedule.

Add the following Subsection:

00180.50(h) Contract Completion Time - Complete all Work not later than **August 31, 2024**.

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

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately

determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

- (1) The amount of \$1,994.07 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.
- (2) The amount of **\$200** per 1/4 hour that a traffic lane is closed before or after the hours specified in Section 00220.40(e) unless a time extension is preapproved by the Engineer.

Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions.

SECTION 00195 – PAYMENT

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

Add the following subsection:

00195.10 Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

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 CLAIMS

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:

00220.02(a) General Requirements - Add the following bullets at the beginning of the bullet list:

When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate

"ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

Add the following subsection:

00220.03(c) Written Work Zone Notification – Marion County will provide preliminary notification to adjacent residential properties and businesses. The notification will only provide general information.

The contractor will provide a written notice 72 hours before beginning work to adjacent residential properties and businesses, and all dead-end streets located within the project limits. The notice shall contain the following information:

- Contractor's contact information
- Construction dates.
- Construction hours.
- Construction activities that may impact them, and;
- Limitations to access driveways

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

Traffic Lanes may be closed during the following periods of time except as specified in 00220.40(e)(2):

Single Lane Closures – One Traffic Lane may be closed during the following time:

Daily, Monday through Friday between 7:00 a.m. and 5:00 p.m.

00220.40(e)(2)(b) Special Events - Add the following to the end of this subsection:

The following special events will occur during this Project:

Stayton/Sublimity	Santiam Canyon Stampede	July 18, 2024 through July 20, 2024
Silverton	Homer Davenport Days	August 2, 2024 through August 4, 2024

Add the following subsection:

00220.41 Bridge Work - Before starting any grading or Pavement removal at Bridge ends or removal of Pavement from Bridge decks, arrange so that all Equipment, labor, and Materials required to complete the Pavement replacement Work are on hand or are guaranteed to be delivered. Once grading and Pavement removal begins, vigorously prosecute and complete this Work. Complete paving Work in the shortest possible time.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.03 Traffic Safety and Operations – Replace the bullet that begins “When paving operations create...” With the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect motorists by installing signing according to Standard Drawing TM 850. Protect longitudinal and transverse pavement joints by placing and maintaining an asphalt concrete wedge according to 0022107(c)(1).

00221.06(a) Contractor-Modified Traffic Control Plan – Replace this subsection, except for the subsection number and title, with the following:

If the Contractor requests to use a modified County TCP, or a TCP developed by the Contractor, furnish working drawings at least 14 calendar days before beginning construction activities that require the TCP changes.

The Engineer may request the Contractor make changes to the Contractor’s modified County TCP or reject the TCP. Do not use a modified TCP or a TCP unless approved by the Engineer.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- Install an 18 by 24-inch "NO PARKING" sign in every block where on-street parking is prohibited, facing incoming traffic.
- When the existing centerline striping on Cascade Highway is obliterated, do the following:
 - Place a "NO CENTER LINE" (W8-12) sign approximately 2,500 feet in advance of each end of the Project.
 - Place "NO CENTER LINE" (W8-12) signs on approximately 2-mile intervals for each direction of traffic.
 - Place a "DO NOT PASS" (R4-1) sign on each side of the Roadway at the beginning and end of Project and on ½ mile intervals facing oncoming traffic.

00222.80(a) Area Basis – Delete this subsection.

No measurement of quantities will be made for temporary signs.

No measurement of quantities will be made for “CONSTRUCTION VEHICLE DO NOT FOLLOW” (CW23-14) signs.

00222.90 Payment – Delete the following bid Item.

(a) Temporary Signs.....Square Foot

Add the following to the end of this subsection:

Temporary Signs are incidental to project.

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:

The quantities of TCS will be measured on the lump sum basis.

00223.90 Payment – Replace bid item (b) Traffic Control Supervisor with the following:

(b) Traffic Control Supervisor Lump Sum

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.40 Tubular and Conical Markers – Replace the first paragraph with the following:

Immediately after construction and/or paving that leaves a vertical and/or sloped edge drop-off greater than 1 inch in height, place tubular or conical markers along shoulders to delineate the edge of pavement.

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

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

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.40 Temporary Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers for temporary centerline marking as follows:

- Place and maintain one temporary flexible overlay pavement marker on 40 foot spacing or as directed.
- Place and maintain two temporary flexible overlay pavement marker on 20 foot spacing in curved alignment sections identified by a speed rider displaying less than the posted speed and channelization areas.

For an 8 inch solid white stripe, place two white temporary flexible pavement markers abutting each other on 10 foot spacing.

00225.41(a) Temporary Removable Tape – Add the following paragraph:

Before opening the road to traffic, install "Temporary Stop Bars" and "Temporary Arrows".

Add the following subsection:

00225.42(e) Centerline Delineation – Before opening the road to traffic, install temporary centerline delineation as follows:

- (1) **Wearing Course** – Install temporary flexible overlay markers according to 00225.40. Remove temporary flexible overlay markers within 5 calendar days after notification that the permanent striping has been completed.

Remove temporary flexible pavement overlay markers without damaging the new asphalt surface.

(2) Leveling Course and Base Course – The contractor may elect to use either temporary flexible pavement markers, or a 4 inch by 12 inch piece of temporary non-removable tape for centerline delineation. Install temporary pavement markers according to 00225.40. Install temporary non-removable tape as follows:

- On centerline, place two 4 inch by 12 inch pieces of non-removable rape on 20 foot spacing, or as directed.
- For an 8 inch solid white stripe, place two 4 inch by 12 inches piece of non-removable tape abutting each other on 10 foot spacing.
- Install temporary flexible overlay markers with the reflective side facing oncoming traffic.
- Remove and/or replace misaligned or missing markers at no additional cost to the agency.
- The contractor may pave over temporary non-removable tape on the leveling and base course.
- Completely remove temporary flexible pavement markers. Use a method that does not damage the pavement. Repair any damaged surfaces to the Engineer’s satisfaction at no additional cost to the County.

Remove dislodged temporary flexible overlay markers from the shoulders and drainage ditches.

Add the following subsection:

00225.80(5) Temporary Centerline Delineation – Temporary Centerline delineation will be measured on the count basis, by the actual count installed as follows:

- (a) Non-removable Tape, 4” by 12”Each
- (b) Flexible Pavement Overlay Marker.....Each

00225.90 Payment – Add the following pay item:

- (m) Centerline Delineation.....Each

Item (m) includes temporary flexible pavement markers with a reflective strip on one (white) or two (yellow) faces, and/or non-removable temporary tape.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

Furnish erosion control measures that prevents sediment, 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.

- If any amount of petroleum products spills in waters of the State or U.S. begin cleanup immediately, notify the Engineer and the Oregon Emergency Response System at 1-800-452-0311.
- If any amount of petroleum products spill into a storm drain, contact the Engineer immediately.

Delete the paragraph that begins “When contaminants, pollutants or hazardous materials...”.

Add the following paragraph to the end of this subsection:

The County's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

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.

00280.62(b) Rainfall – Add the following to the end of this subsection:

The closest on-line rain gauge is located at: <https://www.wunderground.com/weather/us/or/salem>

00280.90 Payment – Delete the following bid items:

1. Erosion Control.....Lump Sum
2. Erosion and Sediment Control Manager.....Lump Sum

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope – Add the following to the end of this subsection:

In addition to the requirements of the ODOT *Construction Surveying Manual for Contractors*, a land surveyor or a technician working directly under a land surveyor, will survey the existing centerline, stop bars, and separated highway (at the Oregon Garden) to ensure the correct location and length of solid, skip, left no-pass, right no-pass lines and fog lines are applied to the resurfaced road. Set offset stakes approximately 2" from the edge of new pavement and submit a copy of the striping survey to the County for review.

After the County approves the striping, accurately mark striping every 50' or less with white marking paint. Costs incurred caused by surveyor errors will be at no additional cost to the County. Repair any damage to the work caused by the contractor's survey errors at no cost to the County.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.40 General – After the first paragraph add the following paragraph:

Replace existing aluminum grade rings with steel grade rings.

00490.90 Payment – After the last paragraph add the following paragraph:

No separate or additional payment will be made for replacing aluminum grade rings with steel grade rings.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

00620.40 Pavement Removal – Replace this subsection, except for number and title, with the following:

- **General** – Remove the existing pavement to the depth, width, grade, and cross section as shown or directed. The use of a heating device to soften the pavement is not allowed.
- **Inlay** – Remove the existing pavement to the depth, width, grade, and cross section as shown or directed. Schedule work so the full width and length of the cold planed area is paved to finish grade by the end of the work shift, and before opening the road to traffic.
- **Overlay** – Construct a wedge of asphalt concrete at a slope 1V:50H or flatter along transverse drop offs by the end of the work shift, and before opening the road to traffic.
- **Utilities** – Construct a wedge of asphalt concrete around manholes, valve boxes, and other structures that are over 1 inch but less than 2 inches above existing grade.

When structures are over 2 inches temporarily lower the manholes.

- **Butt Joints** – Along the transverse edge, provide a smooth vertical edge the full depth and width of the cold planed area by saw cutting, jack hammer, or other approved method. See standard drawing RD610. Do not begin the paving operation until the vertical edge is approved by the Engineer.

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

Traffic is not allowed on the cold planed surface:

- For inlays
- For asphalt Concrete Repair

Before opening the road to traffic, pave the surface according to 00744.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.01 Definitions:

Crushed Round Rock – A source of rock that does not require being “shot” or “blasted” to extract it from a source, or round rocks less than 4 inches in diameter.

Crushed Quarry Rock – A source that requires being “shot” or “blasted” to extract it from a source before crushing. When a source is approved by the Engineer before crushing, a 4 inch diameter or larger round rock may be substituted.

00641.10(a) Base and Shoulder Aggregate – Replace the second paragraph with the following:

Furnish Base and Shoulder Aggregate meeting the following specifications:

Dense Graded Base and Shoulder Aggregate.....2630.10

Base Aggregate – Furnish crushed quarry rock or round rock.

Shoulder Aggregate – Furnish crushed quarry rock. Crushed round rock is not allowed for shoulder rock.

00641.16(a)(1) Gradation - Replace this subsection, except for the subsection number and title, with the following:

A stockpile contains specification aggregate gradation when test results are within the upper and lower gradation limits according to 002630.10(a) Table 2630-1.

00641.16(b) Non-Specification Aggregate Gradation - Replace this subsection, except for the subsection number and title, with the following:

Stockpiled aggregates that do not meet the upper and lower gradation limits according to 002630.10(a) Table 2630-1 will be considered non-specification and will be rejected unless the non-specification material is removed from the stockpile.

00641.20(b) Road Mix – Delete this subsection, road mix is not allowed.

00641.22 Spreading Equipment – Add the following at the end of this subsection:

Furnish equipment that is capable of:

- Receiving aggregate directly from the hauling vehicle.
- Conveying aggregate directly to the shoulder area.
- Placing shoulder aggregate to the width depth and slope specified or as directed.

00641.41 Mixing, Hauling, and Placing - Replace the sentence that begins "Add water to the Aggregate..." with the following two sentences:

Add enough water to the aggregate to provide a uniform moisture content sufficient to obtain the required compaction.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt – Delete the paragraph that begins “Obtain samples....”.

00730.80 Measurement – Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for “Emulsified Asphalt Tack Coat”.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

00744.10(c) Recycled Asphalt Shingles – Delete this subsection. Recycled Asphalt Shingles (RAS) are not allowed.

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide 64-22 grade asphalt cement.

00744.16 Sampling and Testing - Replace this subsection, except for the subsection number and title, with the following:

Have a CAT I perform a minimum of one of each of the following test methods as modified in the MFTP:

- Asphalt Content - AASHTO T 308 with ODOT TM 323 determined Calibration Factor
- Gradation - AASHTO T 30
- Mix Moisture - AASHTO T 329
- Maximum Specific Gravity - AASHTO T 209
- Field Compacted Gyratory Specimens - ODOT TM 326

When less than 1,000 Tons of mix is placed in a Day, perform a minimum of one series of tests per Day. Provide test results to the Engineer by the middle of the following work shift.

Provide samples or split samples to the Engineer when requested.

00744.43(b) Depositing – After the first sentence add the following paragraph:

When specified in the Project Summary List (PSL), furnish a windrow pick-up machine or end-dump transfer machine to convey ACP to the paving machine.

00744.44(b) Drop-offs – Replace the first bullet with the following:

Construct and maintain a wedge of ACP at a slope of 1V:25H or flatter along the vertical edge of transverse joints:

Add the following subsection:

00744.46 Driveways – When paving operations create an abrupt edge at driveways, the contractor shall schedule work as follows:

(a) Temporary Driveway Access – Provide driveway access by the end of the work shift as follows:

- Paved Driveways – Construct a temporary asphalt wedge.
- Aggregate Driveways – Construct a temporary aggregate wedge.

(b) Asphalt Driveways

- **Included in Schedule of Items**- When asphalt driveways are included in the schedule of items, pave the length specified in in the plans and special provisions, construct with a cross slope of less than 10%. Pave driveways within the time specified in 00180.85(b). Payment will be according to 00749.91.
- **Not included in schedule of items** - When asphalt driveways are not included in the schedule of bid items, pave back on the driveway to the length specified in the plans and Special Provisions. Construct with a cross slope of less than 10%. ACP will be paid according to 00744.90.

(c) Aggregate Driveways - Matching the travel lane cross slope, pave aggregate driveways to the length specified in the plans and Special Provisions. Aggregate will be paid according to 00641.90

No separate or additional payment will be made for furnishing equipment, labor, and incidentals necessary to complete the work as specified.

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows:

00749.02 Limited Application - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for placing ACP in driveway approaches, road connections, and mailbox turnouts that does not require major foundation preparation.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.47(c) Retroreflectivity - Replace the sentence that begins "Except for paint applications..." with the following sentence:

Except for paint and colored lane marking applications, evaluate longitudinal and transverse marking retroreflectivity according to ODOT TM 777.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00857 - RUMBLE STRIPS

Comply with Section 00857 of the Standard Specifications modified as follows:

00857.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This work consists of milling continuous rumble strips by constructing indentations in the asphalt concrete surfaces as shown or directed.

00857.90(a) Continuous Rumble Strips – Replace “mile” with “foot”.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.