

Contract Review Sheet

Public Improvement Agreements

PW-6797-25 - Am1

Title: North Fork Road Slide Repair at Milepost 3.0

Contractor's Name: North Santiam Paving Co.

Department: Public Works DepartmentContact: Janet Wilson

Analyst: Kathleen GeorgePhone #: (503) 566-4139

Term - Date From: ExecutionExpires: October 15, 2026

Original Contract Amount: \$ 664,310.00Previous Amendments Amount:

Current Amendment: \$ 161,000.00New Contract Total: \$ 825,310.00Amd% 24%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 40-0200 Invitation to Bid - Public ImprovementITB# PW1703-25

Description of Services or Grant Award

Construct a rock buttress, MSE wall, and drainage as called for in the Specifications and such additional Incidental Work as requested by the Engineer.

Amendment 1 includes costs associated with contract change order 1 for mobilization, general excavation, and stone embankment needed to construct the rock buttress and reduced cost for removal of the retaining wall.

Desired BOC Session Date: 10/29/2025Contract should be in DocuSign by: 10/8/2025

Agenda Planning Date 10/16/2025Printed packets due in Finance: 10/14/2025

Management Update 10/14/2025BOC upload / Board Session email: 10/15/2025

BOC Session Presenter(s) Ryan CrowtherCode: Y

REQUIRED APPROVALS

DocuSigned by:

10/8/2025

Finance - Contracts

Date

DocuSigned by:

10/10/2025

Contract Specialist

Date

Signed by:

10/8/2025

Legal Counsel

Date

DocuSigned by:

10/10/2025

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 29, 2025

Department: Public Works

Title: North Fork Road M.P. 3.0 Slide Repair, Amendment 1 to Contract PW-6797-25

Management Update/Work Session Date: 10/14/2025 Audio/Visual aids ☐

Time Required: 5 minutes Contact: Steven Preszler Phone: 971-375-8108

Requested Action: Approve Amendment 1 to Contract PW-6797-25 with North Santiam Paving, Inc., in the amount of \$161,000.00 for the North Fork Road M.P. 3.0 Slide Repair project

Issue, Description & Background: This contract is for the repair of North Fork Road milepost 3.0 where a landslide occurred in December 2023. The contract was awarded to North Santiam Paving on August 20, 2025. The original contract includes the construction of a rock buttress and a retaining wall to permanently mitigate the slide at this location.
Amendment 1 to Contract PW-6797-25 includes costs associated with contract change order (CCO) 1, which adds funds for additional mobilization costs and general excavation and stone embankment needed to construct the rock buttress, and eliminates the retaining wall.

Financial Impacts: This is a budgeted expense in the current fiscal year. There is no financial impact to other County Departments.

Impacts to Department & External Agencies: There are no impacts to other County Departments.

List of attachments: Amendment 1 (CCO 1) to PW-6797-25

Presenter: Ryan Crowther

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.09.29 12:40:53 -07'00'



Marion County
OREGON

AMENDMENT 1 to PW-6797-25
The CONSTRUCTION CONTRACT
between
MARION COUNTY and NORTH SANTIAM PAVING CO.

This Amendment No. 1 to the Construction Contract (as amended from time to time, the “Contract”), dated August 27, 2025 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and North Santiam Paving Co., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~): Change order 2025-205-01, attached to this Amendment, is hereby incorporated.

Page 1, Paragraph 2, 1st sentence: “Contractor, in consideration of the sum of ~~\$664,310.00~~ \$825,310.00 to be paid to the Contractor by the County...”

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

	Date
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Chair

	Date
--	------

Commissioner

	Date
--	------

Commissioner

Authorized Signature:	DocuSigned by: Brian Nicholas 9793BA7ACD6D443...	10/8/2025
	Department Director or designee	Date

Authorized Signature:	DocuSigned by: Jan Fritz DC16351248DE4EC...	10/10/2025
	Chief Administrative Officer	Date

Reviewed by Signature:	Signed by: Scott Norris 60C98A6F708240B...	10/8/2025
	Marion County Legal Counsel	Date

Reviewed by Signature:	DocuSigned by: [Signature] A3538E7AEC704F4...	10/8/2025
	Marion County Contracts & Procurement	Date

NORTH SANTIAM PAVING CO. SIGNATURE

Authorized Signature: _____

Date

Title: _____

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: North Fork Road MP 3.0 Slide Repair
CONTRACT NO: 2025-205

CHANGE ORDER NO: 1
PW-6797-25

CONTRACTOR NAME: North Santiam Paving Co.
ADDRESS:
41203 Kingston-Lyons Drive Southeast
Stayton OR 97383
U.S.A.
BILLING ADDRESS:
PO Box 516
Stayton OR 97383

Reason for Change Order: Add mob, Gen Exc, and Stone Emb. Rx Retaining Wall

The purpose of this change order is to add additional compensation for mobilization, add additional quantity of general excavation and stone embankment, and to delete the MSE wall.

Additional rock requirements necessitated mobilization of a crusher to the rock source. This change order adds additional compensation to mobilization to compensate for this additional work.

Additional quantity of general excavation and stone embankment is needed to construct the rock buttress to tie into the adjacent hillside. This change order extends the contract quantity of general excavation and stone embankment at the contract prices.

The Contractor proposed removing the MSE wall shown on the plans for Station 100+05 to 100+35. The geotechnical engineer has confirmed that this approach will mitigate the slide. The owner of the adjacent property has been consulted and is agreeable to this revision. This change order deletes the MSE wall and replaces it with additional rock buttress as shown in Typical Section 1 on Sheet J-1 of the plans.

Contract Document Revisions (Plans/Specs):

Add additional compensation to item 0210-0100, Mobilization, 1 lump sum.

Add 1,200 cubic yards to item 0330-0105, General Excavation, at contract prices.

Add 2,750 cubic yards to item 00330-0126, Stone Embankment, at contract prices.

Delete item 0596-A002, Retaining Wall, MSE, 1 lump sum.

In Section 1.5 of the Introduction, replace October 15, 2025 with October 31, 2025.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
2025-701-001	0180-0060	CONTRACT TIME CHANGE	16	DY (Day)	\$0.00	\$0.00	21
2025-701-001	0210-0100	MOBILIZATION	1	LS (Lump Sum)	\$9,000.00	\$9,000.00	21
2025-701-001	0330-0105	GENERAL EXCAVATION	1200	CUYD	\$22.50	\$27,000.00	21

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

2025-701-001	0330-0126	STONE EMBANKMENT	2750	CUYD	\$60.00	\$165,000.00	21
2025-701-001	0596-A002000A	RETAINING WALL, MSE	-1	LS	\$40,000.00	(\$40,000.00)	21

Estimated Net Cost Effect of the Agreement on the Contract: \$161,000.00

Reason Codes

21	Changes performed to meet or improve original quality and intent of project.
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Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additional compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Date:

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Marion County Project Manager
Date:

Marion County Capital Projects Manager
Date:

Date:

Marion County Engineer

Contract Review Sheet

Public Improvement Agreements

PW-6797-25

Title: North Fork Road Slide Repair at Milepost 3.0

Contractor's Name: North Santiam Paving Co.

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: -4388

Term - Date From: Execution

Expires: October 15, 2026

Original Contract Amount: \$ 664,310.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 664,310.00 Amd% 0%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 40-0200 Invitation to Bid - Public Improvement

ITB# PW1703-25

Description of Services or Grant Award

Construct a rock buttress, MSE wall, and drainage as called for in the Specifications and such additional Incidental Work as requested by the Engineer.

Desired BOC Session Date: 8/27/2025

Contract should be in DocuSign by: 8/6/2025

Agenda Planning Date 8/14/2025

Printed packets due in Finance: 8/12/2025

Management Update 8/12/2025

BOC upload / Board Session email: 8/13/2025

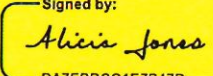
BOC Session Presenter(s) Ryan Crowther

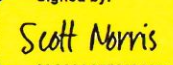
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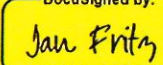
REQUIRED APPROVALS

DocuSigned by:

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Finance - Contracts 8/12/2025
Date

Signed by:

DATE9B86C1E7B47D...
Contract Specialist 8/13/2025
Date

Signed by:

69C98A6F709240D...
Legal Counsel 8/13/2025
Date

DocuSigned by:

DE16351248DE4EC...
Chief Administrative Officer 8/13/2025
Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: August 27, 2025Department: Public Works

Title:

North Fork Road M.P. 3.0 Landslide RepairManagement Update/Work Session Date: 8/19/2025

Audio/Visual aids

Time Required: 5 minutesContact: Steven PreszlerPhone: 971-375-8108

Requested Action:

Approve Contract PW-6797-25 in the amount of \$664,310.00 with North Santiam Paving, Inc., for construction of the North Fork Road M.P. 3.0 Landslide Repair project.

Issue, Description
& Background:

In December 2023, a landslide covered North Fork Road at approximately milepost 3.0. County crews immediately worked to remove debris, provide temporary countermeasures, and restore two-lane access. This repair contract includes construction of a rock buttress and wall to permanently mitigate the slide at this location. Five bidders submitted bids for these repairs with the low bid being North Santiam Paving, Inc., in the amount of \$664,310.00. During construction the road will be open to traffic with one-way traffic control provided by portable traffic signals.

Financial Impacts:

This is a budgeted expense in the current fiscal year. There is no financial impact to other County Departments.

Impacts to Department
& External Agencies:

There are no impacts to other County Departments.

List of attachments:

Contract PW-6797-25

Presenter:

Ryan CrowtherDepartment Head
Signature:Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.08.07 15:11:42 -07'00'

CONSTRUCTION CONTRACT PW-6797-25

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, North Santiam Paving Co. hereinafter called the "Contractor" for the Project entitled: THE CONSTRUCTION OF NORTH FORK ROAD SLIDE REPAIR AT MILEPOST 3.0.

WITNESSETH

Contractor, in consideration of the sum of \$664,310.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, 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 the Agency and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents 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 State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, 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 or the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon 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 State of Oregon, or the Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the 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 Agency; 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. THAT 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 Agency and to its satisfaction, the Agency 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 Agency 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 Agency 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 Agency 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 Agency 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, Agency 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:

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

f. 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.

g. 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, Agency 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 Agency, 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 Agency employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

h. Governing Law and Venue.

Any dispute between the Agency 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 Agency 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 below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Not Present At Meeting

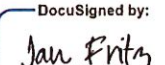
Chair _____ Date _____

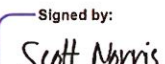
 Commissioner _____ Date _____

Commissioner _____ Date _____

 Commissioner _____ Date _____

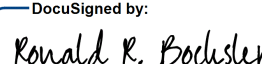
Authorized Signature: _____ Date _____
 DocuSigned by: 
 9793BA7ACD6D443
 Department Director or designee _____ Date _____

Authorized Signature: _____ Date _____
 DocuSigned by: 
 DC16351248D54EC...
 Chief Administrative Officer _____ Date _____

Reviewed by Signature: _____ Date _____
 Signed by: 
 60C98A6F708240B...
 Marion County Legal Counsel _____ Date _____

Reviewed by Signature: _____ Date _____
 DocuSigned by: 
 A3538E7AEC704E4...
 Marion County Contracts & Procurement _____ Date _____

NORTH SANTIAM PAVING CO. SIGNATURE

Authorized Signature: _____ Date _____
 DocuSigned by: 
 4AC5D669FCB44D9...
 _____ Date _____

Title: President

MARION COUNTY PUBLIC WORKS
INVITATION TO BID
FOR
THE CONSTRUCTION OF
NORTH FORK ROAD SLIDE REPAIR AT MILEPOST 3.0
MARION COUNTY, OREGON
Bid Publication Date: July 9, 2025
Bid Opening: July 24, 2025
MARION COUNTY BID #: PW1703-25
OREGONBUYS BID SOLICITATION #: S-C25102-00014187
ONEOFFICE NO. 2025-205
ACCOUNTING PROJECT NO. 106184

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Willis	Commissioner
Kevin Cameron	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 Portal at the URL:

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

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INTRODUCTION

1.1 Description of Work

Construct a rock buttress, MSE wall, and drainage as called for in the Specifications and such additional Incidental Work as requested by the Engineer. The estimated cost range is \$750,000 to \$1,100,000.

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 Special Provisions 00120.45 by 2:00 p.m. on July 24, 2025. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at: <https://contracts-marioncountygcc.msapproxy.net/gateway/>.

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

PUBLIC BID OPENING

Electronic Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon. Bids for the work described above will be opened and read virtually by the Single Point of Contact on Thursday, July 24, 2025, at 2:00 pm, immediately following Bid Closing. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link [North Fork Road Slide Repair at Milepost 3.0](#).

Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <https://oregonbuys.gov/bsol/> under the solicitation number listed above.

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

Complete all Work to be done under the Contract no later than October 15, 2025

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 person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Alicia Jones

503-373-4320

pwcontracts@co.marion.or.us

1.8 Bid Guarantee

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 per 00120.40(e).

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 (v2024), Part 00100, available for download on the Marion County website at:

<https://www.co.marion.or.us/PW/Engineering/Documents/2024 MCPW General Conditions.pdf>.

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

1.10 Prevailing Wage Rate Requirements

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

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

1.11 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package as **one pdf file**:

- Fillable Bid Schedule – Attachment A
- Bid Certification – Attachment B
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e)) – Attachment C
- Drug and Alcohol Testing Policy Certification – Attachment D

NOTE: All mandatory submission forms must be combined and submitted as one pdf file.

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

- First-Tier Subcontractor Disclosure Form – Attachment E

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

1.12 Bid Evaluation

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

1.13 Time Limit of Unsettled Disputes

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

1.14 Contract Expiration Date

Contract 2025-205 expires on October 15, 2026.

BID SCHEDULE
Marion County Public Works
North Fork Road MP 3.0 Slide Repair
Marion County Bid Solicitation #: PW1703-25
OregonBuys Bid Solicitation #: S-C25102-00014187
OneOffice #: 2025-205

PROJECT NUMBER 1 - NORTH FORK ROAD MP 3.0 SLIDE REPAIR

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
0210-0100000A	MOBILIZATION	1.00	LS	\$101,700.00	\$101,700.00
0221-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	LS	\$5,250.00	\$5,250.00
0222-0102000J	TEMPORARY SIGNS	146.00	SF	\$40.00	\$5,840.00
0222-0164000E	PORTABLE CHANGEABLE MESSAGE SIGNS	2.00	EA	\$4,875.00	\$9,750.00
0223-0168000T	FLAGGERS	32.00	HRS	\$90.00	\$2,880.00
0224-0105000E	TEMPORARY BARRICADES TYPE III	6.00	EA	\$170.00	\$1,020.00
0224-0145000E	TEMPORARY PLASTIC DRUMS	36.00	EA	\$110.00	\$3,960.00
0227-0158000A	PORTABLE TRAFFIC SIGNAL	1.00	LS	\$10,000.00	\$10,000.00
0280-0100000A	EROSION CONTROL	1.00	LS	\$2,500.00	\$2,500.00
0280-0106020E	CHECK DAMS, TYPE 2	2.00	EA	\$225.00	\$450.00
0280-0110010E	CONSTRUCTION ENTRANCE, TYPE 1	1.00	EA	\$1,200.00	\$1,200.00
0290-0100000A	POLLUTION CONTROL PLAN	1.00	EA	\$250.00	\$250.00
0305-0100000A	CONSTRUCTION SURVEY WORK	1.00	LS	\$9,000.00	\$9,000.00
0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	\$2,600.00	\$2,600.00
0320-0100000A	CLEARING AND GRUBBING	1.00	LS	\$8,000.00	\$8,000.00
0330-0105000K	GENERAL EXCAVATION	6,200.00	CY	\$22.50	\$139,500.00
0330-0126000K	STONE EMBANKMENT	4,900.00	CY	\$60.00	\$294,000.00
0333-0100000J	AGGREGATE DITCH LINING	110.00	SQYD	\$58.00	\$6,380.00
0350-0103000J	RIPRAP GEOTEXTILE, TYPE 1	1,200.00	SQYD	\$4.60	\$5,520.00
0430-0100120F	12 INCH DRAIN PIPE	120.00	FT	\$48.00	\$5,760.00
0430-0101000E	SUBSURFACE DRAIN OUTLETS	2.00	EA	\$2,100.00	\$4,200.00
0596-A002000A	RETAINING WALL, MSE	1.00	LS	\$40,000.00	\$40,000.00
0640-0101000M	AGGREGATE SHOULDERS	20.00	TON	\$85.00	\$1,700.00
1030-0108000R	PERMANENT SEEDING	0.10	ACRE	\$28,500.00	\$2,850.00

OneOffice 2025-205 - PROJECT NUMBER 1 TOTAL \$664,310.00

OneOffice 2025-205 - TOTAL EXTENSION \$664,310.00

ATTACHMENT B – BID CERTIFICATION

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

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

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

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

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

Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 25 Million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 15 Million.

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.

Acknowledgement of receipt of addenda:

No. <u>n/a</u>	Date: _____
No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____

[The remainder of this page intentionally left blank.]

Bid Bond # 2560

ATTACHMENT C – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that North Santiam Paving Co +,
hereinafter called the Principal, and Federal Insurance Company, a Corporation organized and existing under
and by virtue of the laws of the state Indiana duly authorized to do surety business in the State of
Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the sum
of **Ten Percent of Amount Bid ** Dollars (\$*10% of Bid Amount*), 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 North Fork Road Slide Repair at Milepost 3 said Bid Proposal, by reference thereto,
being hereby made a part hereof.

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

Signed and sealed this 21st day of July, 2025

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

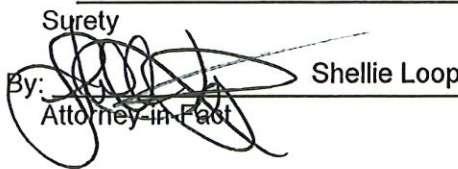
North Santiam Paving Co

Principal

By: 

Federal Insurance Company

Surety

By: 

Shellie Loop

Attorney-in-Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Deborah D. Ford-Bates of Lebanon, Oregon; Shannon Shelton and Shellie Loop of Stayton, Oregon**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 18th day of April 2024.

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 18th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No. 502021679
Commission Expires August 22, 2017

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 21st Day of July, 2025



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Experience / References

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

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

Contract #1 **Circle Blvd Reconstruction & Resurfacing**

Location (city/state)	Corvallis, Oregon
Owners Name	City of Corvallis - Josh Bjornstedt - josh.bjornstedt@corvallisoregon.gov
Type of Work	Reconstruction of Circle Blvd from Hwy 99 to US20 in Corvallis
% Completed	100% - \$3,907,000
Estimated Completion Date	December 2023

Contract #2 **Queen Avenue Rehabilitation**

Location (city/state)	Albany, Oregon
Owners Name	City of Albany - Chris Cerklewski - chris.cerklewski@albanyoregon.gov
Type of Work	2700 ft of roadway rehab including curbs, walks, ramps and utilities
% Completed	100% - \$4,187,000
Estimated Completion Date	December 2024

Contract #3 **US20 (0160 Santiam Hwy MP 58.75-MP 63.75 Paving**

Location (city/state)	Tombstone, Oregon
Owners Name	ODOT Region 2 - Mike Metz - michael.metz@odot.oregon.gov
Type of Work	2" overlay paving of travel lanes and shoulders with striping
% Completed	100% - \$1,303,000
Estimated Completion Date	August 2024

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

#1 Project Owner Reference

Reference Name	Josh Bjornstedt
Business or Employer	City of Corvallis Public Works
Telephone	(541) 766-6731
Project Name/\$ Amount	Circle Blvd / \$3,907,000; Mary's River Path / \$360,000

#2 Project Owner Reference

Reference Name	Joanne Robinson
Business or Employer	ODOT Region 2
Telephone	(503) 569-8015
Project Name/\$ Amount	Price Agreement: On-Call Region 2 Paving - Ongoing

#1 Subcontractor Reference

Reference Name	Rob Hatch
Business or Employer	Hatch Western Company Inc.
Telephone	(503) 557-9898
Project Name/\$ Amount	Cold Plane Subcontractor on Numerous Projects

#2 Subcontractor Reference

Reference Name	Shelly Ream
Business or Employer	HQ Traffic Control LLC
Telephone	(503) 949-8656
Project Name/\$ Amount	Flagging/Pilot Car Subcontractor on Numerous Projects

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

Company: North Santiam Paving Co.
(Print or Type)

Address: PO Box 516 / 41203 Kingston-Lyons Dr
(Print or Type)

City, State Zip Stayton, OR 97383
(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:

Ronald R. Bochsler, President

Pete Sipos, Vice President / Gen. Manger

Michael Aus, Corporate Secretary

Dylan J. Bochsler, Treasurer

Dated this 24th day of July, 2025.

Construction Contractor's
Board Registration Number

53247

North Santiam Paving Co.
Firm Name


Signature of Bidder

Ronald R. Bochsler
Name Print or Type

President
Title Print or Type

Telephone No. (503) 769-3436

Email Address: quotes@nspor.com

Tax ID # 93-0627856

Business Organization: (Check one)

☒ Corporation

☐ Limited Liability Company

☐ Joint Venture

☐ Partnership

☐ Sole Proprietorship

☐ Other _____

Bond No. K41756445

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned North Santiam Paving Co as PRINCIPAL (hereinafter called CONTRACTOR), and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of "Six Hundred Sixty Four Thousand Three Hundred Ten and no/100" Dollars (\$**664,310.00**) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated August 5, 2025, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Slide Repair at Milepost 3.

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

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for North Fork Slide Repair at Milepost 3 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.

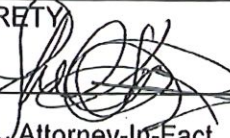
No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY, its respective heirs, executors, administrators, successors or assigns.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of
August, 2025.

Federal Insurance Company

SURETY

By:  Shellie Loop

Title: Attorney-In-Fact

P O Box 190

Street Address

Stayton OR 97383

City State ZIP

503-769-7105

Phone Number

North Santiam Paving Co

CONTRACTOR

By: 

Title: PRESIDENT

P O Box 516

Street Address

Stayton OR 97383

City State ZIP

503-769-3436

Phone Number



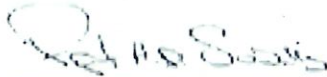
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Deborah D. Ford-Bates of Lebanon, Oregon; Shannon Shelton and Shellie Loop of Stayton, Oregon-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of April 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 18th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contino
NOTARY PUBLIC OF NEW JERSEY
Exp 5/22/2027
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

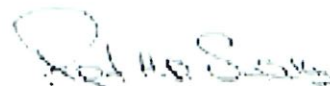
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5th Day of August, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

K41756445
Bond No. _____

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 North Santiam Paving Co as PRINCIPAL and Federal Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Indiana, 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 and ODOT, as dual OBLIGEE, in the sum of **Six Hundred Sixty Four Thousand Three Hundred Ten and no/100** Dollars (\$ **664,310.00**) 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 August 5, 2025, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: North Fork Road Slide Repair at Milepost 3.

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.

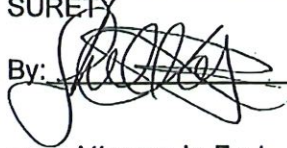
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of August, 2025.

Federal Insurance Company

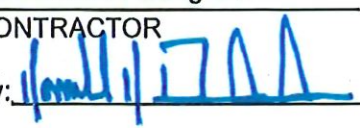
North Santiam Paving Co

SURETY

CONTRACTOR

By: 

Shellie Loop

By: 

Title: Attorney-In-Fact

Title: PRESIDENT

P O Box 190

Street Address

P O Box 516

Street Address

Stayton, OR 97383

City, State Zip

Stayton, OR 97383

503-769-7105

Phone Number

503-769-3436

Phone Number



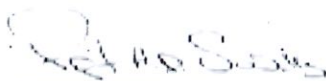
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Deborah D. Ford-Bates of Lebanon, Oregon; Shannon Shelton and Shellie Loop of Stayton, Oregon**.....

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 18th day of April 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 18th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contura
NOTARY PUBLIC OF NEW JERSEY
Exp 5/20/25
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

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- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

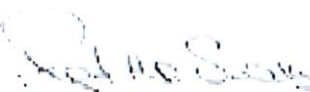
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5th Day of August, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

ATTACHMENT D – 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.

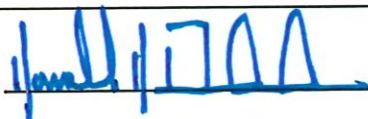
Please print or type:

Company Name North Santiam Paving Co.

Name/Title Ronald R. Bochsler, President

Address PO Box 516, Stayton, OR 97383

Signature



Date

July 24, 2025

ATTACHMENT E – 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 Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on "Santiam River (Gates) Bridge" (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 AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name North Fork Road Slide Repair MP 3.0
ECMS Contract # PW1703-25
Bid Opening Date July 24, 2025
Name of Bidding Contractor North Santiam Paving Co.

☒ 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 <u>NONE</u>	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	

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 "PART 00100 – GENERAL CONDITIONS" of the 2024 Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2024, 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 by reference.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

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

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.10 Award of Contract – Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of

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:

Add the following subsection:

00150.23 Electronic Submittals and Requests for Information –The contractor shall create a free account in the Agency's Construction Management program at <https://connex.rtvision.com/contracts/awarded>.

The instructions to set up the account are available at:

[Creating a ConneX Account - bidVAULT and ConneX - RTVision Wiki](#)

Each organization can have multiple accounts under that organization. Once contractors add their organization, we will link them to the existing organizations already setup in our site/database and linked to active contracts since we have migrated data to 'connect'. Access to add submittals/RFIS is all done from the ConneX link above.

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

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

Add the following to the end of the bullet list:

- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration's "Table A – Minimum Clearance Distances".

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor is responsible to follow rules adopted by the Oregon Utility Notification Center, as set forth in OAR 952-001-0010 through OAR 952-001-0090.

Table 00150-1

Utility	Contact	Contact Information
SCTC	John Eckis	503-932-3794
Consumer Power (CPI)	Adrian Smith	541-929-8636

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:

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 modified as follows:

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

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

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions modified as follows:

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
Special Events	00220.40(e)(2)(b)
Opening Sections to Traffic	00744.51

The Contractor shall 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 **B** schedule.

Add the following subsection:

00180.50(h) Contract Time - The Contractor shall complete all Work to be done under the Contract not later than October 15, 2025.

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

- Reasonably predictable weather conditions; or

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

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 \$1502 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.

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 modified as follows:

00190.20(f)(2) Scale Without Automatic Printer - Replace the paragraph that begins "The Contractor shall inform..." with the following paragraph:

If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of their intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00199 – DISAGREEMENT, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions.

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 Standard Specifications.

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 bullet(s) to the end of the bullet list:

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

00220.40(e)(1) Single Lane Closures – One Traffic Lane on the North Fork Road SE may be closed as follows:

- Daily, Monday through Friday, between 7:00 a.m. and 6:00 p.m.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.06(c) Tourist-Oriented Directional and Business Logo Signs – Replace this subsection with the following:

Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

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:

- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block along the road where parking is prohibited, facing incoming traffic.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

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

00223.90 Payment – Delete the following bid item:

(b) Traffic Control Supervisor.....Each or Hour

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00227 - TEMPORARY TRAFFIC SIGNALS AND ILLUMINATION

Comply with Section 00227 of the Standard Specifications modified as follows:

00227.00 Scope – Add the following paragraph:

Furnish a portable traffic signal system meeting the requirements of 00227.13 and 00227.43.

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:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions.

Add the following paragraph to the end of this subsection:

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

00280.02 Definitions - Delete the definition **Wet Season Work**

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of 8 inches.

00280.41(c) Wet Season Work and Temporary Work Suspension - Replace this subsection with the following subsection:

00280.41(c) Temporary Work Interruption - Update the ESCP and schedule for Work proposed between October 1 and May 31 to ensure that all appropriate controls, including ESC during Work interruption, are implemented and maintained. Submit the updated ESCP and schedule to the Agency and receive approval before beginning any Work between October 1 and May 31.

Between October 1 and May 31, limit excavation and bare ground activities to only those required for immediate operations. Stabilize stockpiles at the end of each workday by diverting flows, placing covers, or installing Sediment barriers.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in watertight beds or drain saturated loads prior to leaving the Project Site.

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/forecast/us/or/lyons>

00280.64(a) Corrective Action Timelines – Delete the bullet that begins “If completion of corrective action is not feasible...”

Delete the bullet that begins “Provide a schedule for clean-up and corrective actions...”

Delete the bullet that begins “Provide all corrective action documentation and photographs...”

00280.90 Payment – Delete the following bid item:

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

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

Add the following subsection:

00290.30(a)(7) Water Quality:

- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. Such pollutants include but are not limited to construction and demolition materials, waste spoils, fuel or petroleum products, detergents, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives.

(8) Treated Wood - Treated wood includes any wood treated with any pesticide or wood preservatives. below:

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

Add the following subsection:

00290.36(a)(1) Bird Management - Bird management activities shall comply with the Migratory Bird Treaty Act. Ensure that the Agency and its agents have access to the project area, as needed to manage bird nesting activities. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

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

00290.90 Payment - Add the following paragraph(s) to the end of this subsection:

No separate or additional payment will be made for work zone fencing.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

00320.80 Measurement – At the end of this subsection add the following sentence:

The estimated quantity of clearing and grubbing is 10,000 square feet.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.16(a) Requirements – Replace the first sentence of this subsection with the following:

Furnish an unweathered, hard, crushed, angular, durable, free-draining material, visibly well-graded from coarse to fine with the maximum size between 15 inches and 3 inches.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

Add the following subsection:

00330.41(a)(13) Dewatering Plan – Submit a Dewatering Plan 14 days prior to the start of excavation. The plan should include one of the following methods:

- (1) A drainage path for the seepage water from the excavation slope to escape.

- (2) Installation of a temporary dewatering system as required to remove accumulated seepage water in the excavation area.

Water collected shall be treated and disposed of in a manner meeting local, state, and federal environmental regulations and requirements. Discharged water treatment may require the use of filter bags or baker tanks prior to disposal.

Water shall be kept from the buttress subgrade and the Contractor shall avoid disturbing saturated subgrade material with construction equipment. Do not begin excavation until the dewatering plan is approved by the Engineer.

00330.92 Kinds of Incidental Earthwork – Add the following Bullet at the end of the list:

- The dewatering design and implementation of plan.

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph to the end of this subsection:

Evenly apply 12 inches of topsoil to the embankment to provide a suitable planting area for permanent seeding. If native topsoil is unsuitable for planting furnish a commercially available topsoil. The topsoil shall contain no substance detrimental to the growth of plants and free of plants designated by the Oregon Department of Agriculture as a Type "A" or Type "B" weeds.

SECTION 00332 AGGREGATE DITCH LINING

Section 00332, which is not a Standard Specification, is included in this Project by Special Provision.

00333.00 Scope - This Work consists of furnishing and placing aggregate ditch lining at locations shown or directed.

00333.10 Materials - Furnish materials meeting the following requirements:

- PVC pipe that complies with 02510.50.
- 20 mm impervious PVC liner

Provide a hard durable rock or gravel with a moisture binder of clay material that provides a tight, erosion-resistant surface meeting the following grading requirements:

Sieve Size Passing	Percentages (by Weight)
6"	100
4"	30 - 50
2"	20 - 30
No. 200	15 - 25

Construction

00333.40 General – Install impervious PVC liner and aggregate material to the lines and grades shown or as directed.

Measurement

00333.80 Measurement - The quantities of aggregate ditch lining will be measured on the area basis of the actual surface area of the wetted perimeter of the lined ditch.

Payment

00333.90 Payment - The accepted quantities of aggregate ditch lining will be paid for at the Contract unit price, per square yard, for the item "Aggregate Ditch Lining".

Payment will be payment in full for furnishing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for excavation, impervious liner, and aggregate material.

Pipe will be paid according to 00445.91(b).

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications modified as follows:

00430.10 Materials – Delete Perforated Polyvinyl Chloride Pipe.

SECTION 00596A - MECHANICALLY STABILIZED EARTH RETAINING WALLS

Comply with Section 00596A of the Standard Specifications modified as follows:

00596A.01 Proprietary MSE Walls - Add the following to the end of this subsection:

Select one of the following preapproved proprietary MSE retaining wall systems for the wall as shown:

- Welded Wire Wall, MSE Retaining Wall System, provided by Hilfiker Retaining Walls, telephone: 800-762-8962.
- MSE Plus™, MSE Retaining Wall System, provided by SSL™, telephone: 831-430-9300.

00596A.04(b) Design Calculations - Add the following to the end of this subsection:

The following retaining wall design parameters have been established for this Project:

MSE Wall: Station 100+05 to Station 100+35 Lt.

- Foundation soil unit density: 130 lbs./cu. ft.
- Foundation soil angle of internal friction: 42 degrees
- Foundation soil nominal (unfactored) bearing resistance:

Limit State	Factored Bearing Resistance (ksf)	Resistance Factor
Service	12.0	1.00
Strength	24.0	0.65
Extreme Event	32.0	0.90

- Retained stone embankment fill unit density: 135 lbs./cu. ft.
- Retained stone embankment fill angle of internal friction: 42 degrees
- Reinforced granular backfill unit density: 130 lbs./cu. ft.
- Reinforced granular backfill angle of internal friction: 34 degrees
- Peak ground acceleration coefficient (*PGA*): 0.203 g
- Short period spectral acceleration coefficient (*S_s*): 0.436 g
- Long period spectral acceleration coefficient (*S₁*): 0.173 g
- Site class: D
- Peak seismic ground acceleration coefficient
 - Modified by zero period site factor (*A_s*): 0.2831 g
 - Horizontal seismic acceleration coefficient (*k_h*): 0.142
- Minimum length of soil reinforcement for overall stability: 35 ft.
- Minimum length of soil reinforcement for external stability: 35 ft.

00596A.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of retaining walls are:

MSE Wall :

Station Limits	Area
Sta. 100+05 to Sta. 100+35 Lt.	240 sq. ft.

The estimated quantities of listed Materials are:

MSE Wall: Sta. 100+05 to Sta. 100+35 Lt.

Material	Estimated Quantities
Granular Backfill	312 cu. yd.
Soil Reinforcement	323 foot

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.20 Geotextile Property Values – Replace Table 02320-3 with the following table:

Table 02320-3 Geotextile Property Values for Sediment Fence ¹

Geotextile Property	ASTM Test Method	Unit	Geotextile Property Requirements Woven and Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe – Replace this subsection, except for the subsection number and title, with the following:

Furnish polypropylene pipe and fittings as follows:

(a) Non-Pressure Storm Sewers and Culverts - Furnish polypropylene pipe and fittings for non-pressure storm sewers and culverts from the QPL and meeting the following requirements:

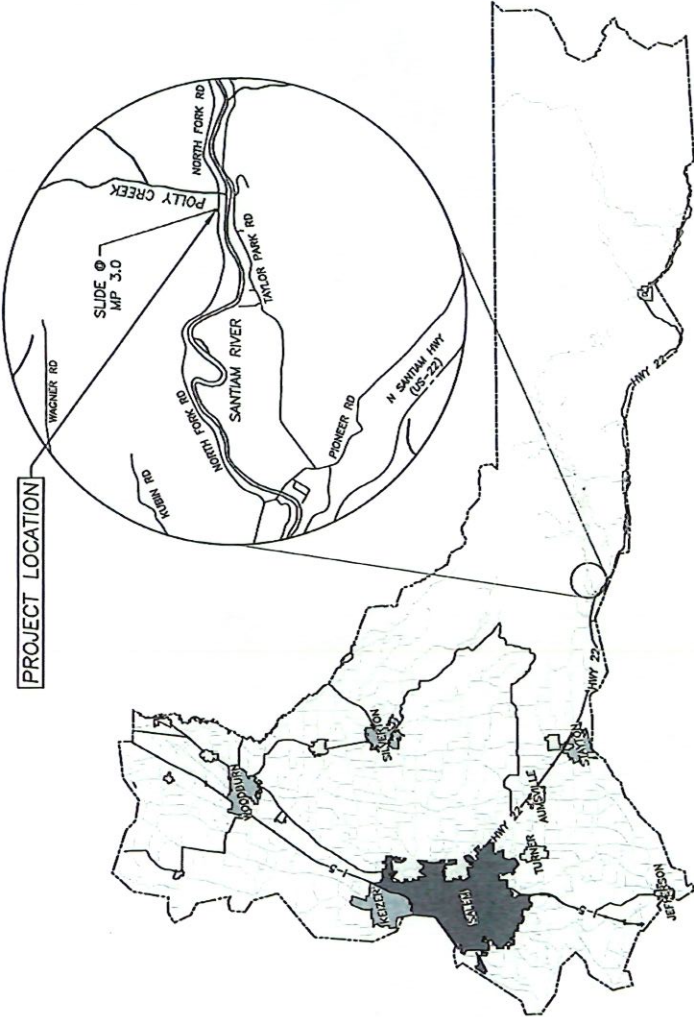
Dual Wall Pipe.....ASTM F2764, ASTM F2881,
or AASHTO M 330 Type S
Triple Wall PipeASTM F2764 or AASHTO M 330 Type D
Watertight Joints.....ASTM D3212

(b) Non-Pressure Sanitary Sewers - Furnish polypropylene pipe and fittings for non-pressure sanitary sewers from the QPL and meeting the following requirements:

Dual Wall Pipe.....ASTM F2764
Triple Wall PipeASTM F2764
Watertight Joints.....ASTM D3212

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MARION COUNTY DEPARTMENT OF PUBLIC WORKS
PLANS FOR PROPOSED PROJECT
ROAD STABILIZATION
NORTH FORK MP 3.0 SLIDE REPAIR
MARION COUNTY, OREGON, JULY 2025



SHEET INDEX	
NO.	DESCRIPTION
G-1	COVER SHEET
J-1	PLAN AND SECTION
J-2	MSE WALL DETAILS

ODOT STD DWG LIST	
NO.	DESCRIPTION
RD1030	SEDIMENT BARRIER TYPE 2, 3 AND 4
RD1040	SEDIMENT FENCE
TM850	2-LANE, 2-WAY ROADWAYS

ATTENTION:
OREGON LAW REQUIRES YOU TO FOLLOW RULES
ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER.
THOSE RULES ARE SET FORTH IN OAR 952-001-0010
THROUGH OAR 952-001-0090. YOU MAY OBTAIN
COPIES OF THE RULES BY CALLING THE CENTER.
(NOTE: THE TELEPHONE NUMBER FOR THE OREGON
UTILITY CENTER IS (503) 232-1987)

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS.
EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED
AND APPROVED BY THE COUNTY ENGINEER.
APPROVING AUTHORITY:
Lani Radtke 7/9/2025
SIGNATURE AND DATE
LANI RADTKE, COUNTY ENGINEER
PRINT NAME AND TITLE

DEPARTMENT OF PUBLIC WORKS
NORTH FORK MP 3.0 SLIDE REPAIR
MARION COUNTY

PROJECT NO.:	100184
ECOSYS PROJ. NO.:	2025-203
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	980-005
HOME. DATA#:	0005 SALUM
VEH. DATA#:	NA0008
DESIGNED BY:	S. PRETZLER
DRAWN BY:	L. MURPHY

TITLE:
COVER SHEET

SHEET: **G-1**

Docusign Envelope ID: 7FD125CC-7D01-4134-9FAB-6BF35EC1793C

