MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 11, 2019
Department: Public Works
Agenda Planning Date: July 3, 2019
Time required: 3 Min.

Audio/Visual aids

Contact: Ryan Crowther
Phone: 503-365-3112

Department Head Signature:

Title

Approval of contract PW-2851-19 for the Furnishing and Application of Type II Slurry Seal on Various Roads in Marion County and City Streets in Salem and Stayton.

Issue, Description & Background

Annually, Public Works solicits for the furnishing and application of Type II Slurry on various roads in Marion County. This FY 2019-20 contract covers the slurry sealing of 26 sections of roadway in Marion County plus the Spongs Landing Park entrance road and parking lot, 19 sections in the City of Salem plus the Willow Lake Wastewater Treatment Plant, and 17 sections in the City of Stayton.

On April 4, 2019, bids were received and opened for this project with bids being received from Pave Northwest, Inc. ($295,632.73), Valley Slurry Seal International ($345,866.42), Intermountain Slurry Seal, Inc. ($382,109.75), and Blackline, Inc. ($417,228.05).

The bid award was approved on April 25, 2019, and became official on May 2, 2019, following the required 7-day protest period. No protests were received.

Financial Impacts:
Public Works has budgeted the necessary funds to complete the project under 130-40-44-441-4401-1 00095-53311 0-890.003. The cities included in the contract will reimburse Marion County for their projects under the contract.

Impacts to Department & External Agencies
Approving the contract will not directly impact other Marion County Departments, but will benefit the public at large by prolonging the life of existing streets.

Options for Consideration:
1) Approve the contract for $295,632.73 with Pave Northwest, Inc.
2) Take no action at this time.

Recommendation:
It is the recommendation of the Public Works department that the Board choose option 1 and approve the contract for $295,632.73 with Pave Northwest, Inc.

List of attachments:
Contract PW-2851-19
Contract Review Sheet

Presenter:
Brian Nicholas

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:
Tim Beaver, tbeaver@co.marion.or.us
Contract Review Sheet

Contract #: PW-2851-19

Person Sending: **Tim Beaver**
Contact Phone #: **503-365-3100**
Department: **Public Works**
Date Sent: **Wednesday, June 26, 2019**

☑ Contract  □ Amendment# □ Lease □ IGA □ MOU □ Grant (attach approved grant award transmittal form)

Title: **Furnishing and application of Type II Slurry Seal**
Contractor's Name: **Pave Northwest, Inc.**

Term - Date From: **Execution** Expired: **August 30, 2020**

Contract Total: **$295,632.73** Amendment Amount: □ New Contract Total: □

**Source Selection Method:** Formal Bid (attach transmittal) # **PW554-19**

**Additional Considerations (check all that apply)**

☐ Board Order# □ Feasibility Determination (attach approved form)
☐ Incoming Funds □ Federal Funds (attach sub-recipient / contractor analysis)
☐ Independent Contractor (LECS) approval date: □ Reinstatement (attach written justification)
☐ Insurance Waiver (attach) □ Retroactive (attach written justification)
☐ CIP # □ (required for all goods/software greater than $5,000)

**Description of Services or Grant Award:**

Furnishing and applying Type II Slurry Seal on various roads in Marion County and city streets in Salem and Stayton. Separate IGAs are in place with the cities of Salem and Stayton for the work that will be done in those jurisdictions.

FOR FINANCE USE

Date Finance Received: □ BOC Planning Date: □ Date Legal Received: □

Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

REQUID Approved:

Finance - Contracts Date Risk Manager Date

Legal Counsel Date Chief Administrative Officer Date

□ Date ___________ To be filed □ Added to Finance Table

□ Date ___________ Returned to department for signature
### BID OPENING INFORMATION

**PROJECT:** Furnishing and Applying Type II Sherry Seal (2019)

**BID OPENING LOCATION:** Building 1, Marion County Public Works, 5155 Sherton Road NE, Salem, OR 97305

**COUNTY STAFF PRESENT:** Tim Beaver, Dave Charnness

**BID OPENING TIME:** 2:00 PM

**DATE:** April 4, 2019

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<table>
<thead>
<tr>
<th>BIDDER'S NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blackline</td>
<td>$417,228.95</td>
</tr>
<tr>
<td>Intermountain Seal</td>
<td>$382,109.75</td>
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<tr>
<td>VSS International</td>
<td>$345,866.42</td>
</tr>
<tr>
<td>Dave Northwest Inc.</td>
<td>$295,682.73</td>
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</tbody>
</table>

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<table>
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<tr>
<th>RESPONSIBILITY FORM</th>
<th>BID PROPOSAL</th>
<th>BID BOND</th>
<th>DRUG &amp; ALCOHOL CERT.</th>
<th>1ST TIER SUB FORM</th>
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</table>
Solicitation Award Transmittal

Submitted By: Tim Beaver                      Department: Public Works
Contact Phone #: 503-365-3100                  Date Sent: Thursday, April 25, 2019
Solicitation Name: Furnishing and applying Type II slurry seal    C25102-PW554-19

Formal: ☑ Bid    ☐ RFP   Advertising Date: Mar 15, 2019
Quote: ☐ Verbal    ☐ Written    ☐ IRFP   Close Date: Apr 4, 2019

Addenda Issued/Date
#1  #2  #3  #4

Solicitations Received From (or attach solicitation summary)

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Bid-Quote Amount/Proposal Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pave Northwest, Inc.</td>
<td>$295,632.73 ✓</td>
</tr>
<tr>
<td>VSS International, Inc.</td>
<td>$345,866.42</td>
</tr>
<tr>
<td>Intermountain Slurry Seal, Inc.</td>
<td>$382,109.75</td>
</tr>
<tr>
<td>Blackline, Inc.</td>
<td>$417,228.05</td>
</tr>
</tbody>
</table>

Bid/Proposal in compliance for all requirements: ☑ Yes    ☐ No (Detailed explanation required if “No” is checked)

Fiscal Impact (Description of impact)

Funds have budgeted in FY 2019-2020 for these services.

Service: 4401, 4306  Account: 533110

DEPARTMENT RECOMMENDATION

Name: Pave Northwest, Inc.

☑ Award to Low Bid-Quote/Highest Rank Proposal    ☐ Multiple Awards
☐ Award to other than Low Bid-Quote/Highest Rank Proposal (Attach written support)
☐ Reject All Bids/Proposals (Attach written justification for rejection of all bids/proposals)

Finance Use: (when required)

Date Finance Received: 4/25/19

Comments:

* USED FOR FURNISHING/APPLYING TYPE II SLURRY SEAL ON VARIOUS COUNTY ROADS.
* CMS IS UPDATED
* LOW BID

Solicitation Award Approval:

Finance Contracts / Date: 4/25/19

Chief Administrative Officer / Date:
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Great Basin Insurance
460 S. 2nd Avenue
Eugene OR 97401

CONTACT NAME: Neita A Dily
PHONE: (541) 343-8500
FAX: (541) 343-8510
E-MAIL: neita.dily@gr8basin.com

INSURED:
Pave Northwest, Inc.
92678 Marcola Road
Marcola OR 97454

INSURER(A) AFFORDING COVERAGE:
Liberty Northwest Insurance Co
N/A

INSURER(B) AFFORDING COVERAGE:
Westchester Surplus
22667

INSURER(C) AFFORDING COVERAGE:
Cincinnati Insurance Company
10677

INSURER(D):

INSURER(E):

INSURER(F):

REVISION NUMBER:

CERTIFICATE NUMBER: Cert ID 5467

COVERAGE:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBRS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tr>
<td>C</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td>YPF0251326</td>
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<td>POLICY X</td>
<td>PRO-SECT LOC</td>
<td>OTHER:</td>
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<td>C</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>OWNED AUTOS ONLY</td>
<td>Hired Autos Only</td>
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<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>EXCESS LIMIT</td>
<td>CLAIMS-MADE</td>
<td>DEF X RETENTION 10,000</td>
<td>Y YPP0251326</td>
<td>07/15/2019 05/15/2020</td>
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<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>ANY PROPRIOR PARTNER/EXECUTIVE OFFICER</td>
<td>MEMBER/EXCLUDED(Mandatory in NH)</td>
<td>IF yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td>XW057130429</td>
<td>04/28/2019 04/28/2020</td>
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<tr>
<td>B</td>
<td>Pollution</td>
<td>Pollution</td>
<td>027984629</td>
<td>05/06/2019 05/06/2020</td>
<td>X</td>
<td>E L EACH ACCIDENT $500,000</td>
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<td>E L DISEASE - EA EMPLOYEE $500,000</td>
<td>$500,000</td>
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<td>E L DISEASE - POLICY LIMIT $500,000</td>
<td>$500,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Project: Furnishing and applying of type Ii Slurry Seal to various city and county roads in Marion County, Oregon.
Marion County is included as Additional Insured with respect to policy terms and conditions - see form attached.
Waiver of Subrogation applies when required by written contract.

CERTIFICATE HOLDER:
Marion County
Attn: Contracts Specialist
5155 Silverton Road NE
Salem OR 97305

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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Page 1 of 1
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CONTRACTORS' COMMERCIAL GENERAL LIABILITY
BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A.  Endorsement - Table of Contents:

Coverage:  Begins on Page:
1.  Employee Benefit Liability Coverage ................................................................. 2
2.  Unintentional Failure to Disclose Hazards ............................................................. 8
3.  Damage to Premises Rented to You ........................................................................ 8
4.  Supplementary Payments ....................................................................................... 9
5.  Medical Payments .................................................................................................. 10
6.  Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.) ................................................................. 10
7.  180 Day Coverage for Newly Formed or Acquired Organizations ................................... 10
8.  Waiver of Subrogation ................................................................................................. 10
    ×  Managers or Lessors of Premises;
    ×  Lessor of Leased Equipment;
    ×  Vendors;
    ×  State or Political Subdivisions - Permits Relating to Premises;
    ×  State or Political Subdivisions - Permits; and
    ×  Contractors' Operations
10.  Broadened Contractual Liability - Work Within 50' of Railroad Property ................. 16
11.  Property Damage to Borrowed Equipment .................................................................. 16
12.  Employees as Insureds - Specified Health Care Services: ...................................... 16
    ×  Nurses;
    ×  Emergency Medical Technicians; and
    ×  Paramedics
13.  Broadened Notice of Occurrence ............................................................................. 16

B.  Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1.  Employee Benefit Liability Coverage

   Each Employee Limit:  $ 1,000,000
   Aggregate Limit:  $ 3,000,000
   Deductible:  $ 1,000

3.  Damage to Premises Rented to You

   The lesser of:
   a.  The Each Occurrence Limit shown in the Declarations; or
   b.  $500,000 unless otherwise stated $ ______________

4.  Supplementary Payments

   a.  Bail bonds:  $ 1,000
   b.  Loss of earnings:  $ 350

5.  Medical Payments

   Medical Expense Limit:  $ 10,000

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)
Coverage a. $1,000
Coverage b. $5,000 unless otherwise stated $ _________

Deductibles (Each Occurrence)
Coverage a. $250
Coverage b. $250 unless otherwise stated $ _______

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>PREMIUM BASIS</th>
<th>RATE (For Limits in Excess of $5,000)</th>
<th>ADVANCE PREMIUM (For Limits in Excess of $5,000)</th>
</tr>
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<tbody>
<tr>
<td>b. Care, Custody or Control</td>
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</table>

TOTAL ANNUAL PREMIUM $

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: $ 10,000
Deductible: $ 250

C. Coverages:

1. Employee Benefit Liability Coverage
   a. The following is added to SECTION I
      - COVERAGES: Employee Benefit Liability Coverage.

      (1) Insuring Agreement

      (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

      1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

      2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

      (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

      1) Occurs during the policy period; or

      2) Occurred prior to the effective date of this endorsement provided:

      a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

      You will be deemed to have...
knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;
(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

(4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGE:
SUPPLEMENTARY PAYMENTS - COVERAGE A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and direc-

tors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following:
(1) The Limits of Insurance shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions, negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim, apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

(1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which

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may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this ins-

urance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage
This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
   a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
   b. Interpreting the "employee benefit programs";
   c. Handling records in connection with the "employee benefit programs"; or
   d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:
   a. Handling payroll deductions; or
   b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

   a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

   b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

   c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

   d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

   a. An arbitration proceeding in which such dam-
ages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

a. The last subparagraph of Paragraph 2. SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY Exclusions is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

b. The insurance provided under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

1) Assumed in any contract; or

2) Loss caused by or resulting from any of the following:

   a) Wear and tear;

   b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

   c) Smog;

   d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

   e) Settling, cracking, shrinking or expansion; or

   f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

1) Earthquake, volcanic eruption, landslide or any other earth movement;

2) Water that backs up or overflows from a sewer, drain or sump;

3) Water under the ground surface pressing on, or flowing or seeping through:
a) Foundations, walls, floors or paved surfaces;

b) Basements, whether paved or not; or

c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

1) You did your best to maintain heat in the building or structure; or

2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any

one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. LIMITS OF INSURANCE. 3. Damage to Premises Rented to You of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERSAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. LIMITS OF INSURANCE, 4.a. Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. LIMITS OF INSURANCE, 4.b. Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. LIMITS OF INSURANCE, 5. Medical Payments of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

1) Damage is caused by the insured; or

2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.
b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property. Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

(1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

(3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to SECTION II - WHO IS AN INSURED:

(1) Any person or organization described in Paragraph 9.a.2 below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

(a) A written contract or agreement; or

(b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

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(a) The written or oral contract or agreement is:

1) Currently in effect or becomes effective during the policy period; and

2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds, but only to the extent that the liability for "bodily injury", "property damage" or "person and advertising injury" is caused by your negligence, acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b) Any express warranty unauthorized by you;

c) Any physical or chemical change in the product made intentionally by the vendor;

d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h) "Bodily injury" or "property damage" arising out of the negligence, acts or omissions of the vendor, its employees or anyone else acting on its behalf.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage

(d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

2) The construction, erection, or removal of elevators; or

3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) For "your work" performed in Oregon, any person or
organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only to the extent that the liability is caused by "your work" performed for that additional insured and only to the extent that such liability is caused by your negligence or the negligence of those acting on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(g) For "your work" performed in the "coverage territory" but not in Oregon, any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e), (f) and (g) do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (d), (e) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its "employees"; or

(c) Subparagraph (f) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) The rendering of, or failure to render, any professional services by you or on your behalf, but only with respect to either or both of the following operations:

   a) Providing engineering, architectural or surveying services to others; and

   b) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

2) Subject to Paragraph 3) below, professional services include:

   a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

   b) Supervisory or inspection activities performed as part of any related ar-
chitectural or engi-
neering activities.

3) Professional services
do not include services
within construction
means, methods, tech-
niques, sequences and
procedures employed
by you in connection
with construction work
you perform.

(d) Subparagraphs (f) and (g)
do not apply to "bodily in-
jury" or "property damage"
arising out of "your work" for
which a consolidated (wrap-
up) insurance program has
been provided by the prime
contractor / project manager
or owner of the construction
project in which you are in-
volved.

b. Only with regard to insurance pro-
vided to an additional insured desig-
nated under Paragraph 9.a.(2) Sub-
paragraphs (f) and (g) above, SEC-
TION III - LIMITS OF INSURANCE is
amended to include:

The limits applicable to the additional
insured are those specified in the
written contract or agreement or in
the Declarations of this Coverage
Part, whichever are less. If no limits
are specified in the written contract or
agreement, or if there is no written
contract or agreement, the limits ap-
licable to the additional insured are
those specified in the Declarations of
this Coverage Part. The limits of in-
surance are inclusive of and not in
addition to the limits of insurance
shown in the Declarations.

c. SECTION IV - COMMERCIAL GEN-
ERAL LIABILITY CONDITIONS is
hereby amended as follows:

(1) Condition 5. Other Insurance is
amended to include:

(a) Where required by a written
contract or agreement, this
insurance is primary and / or
noncontributory as respects
any other insurance policy
issued to the additional in-
sured, and such other in-
surance policy shall be ex-
cess and / or noncontribut-
ing, whichever applies, with
this insurance.

(b) Any insurance provided by
this endorsement shall be
primary to other insurance
available to the additional
insured except:

(1) As otherwise provided in SECTION IV -
COMMERCIAL GENERAL LIABILITY
CONDITIONS, 5. Other Insurance, b. Excess Insurance; or

2) For any other valid and
collectible insurance
available to the additional
insured as an ad-
tional insured by at-
tachment of an en-
dorsement to another
insurance policy that is
written on an excess
basis. In such case, the
coverage provided un-
der this endorsement
shall also be excess.

(2) Condition 11. Conformance to
Specific Written Contract or
Agreement is hereby added:

11. Conformance to Specific
Written Contract or
Agreement

a. With respect to addi-
tional insureds de-
scribed in Paragraph
9.a.(2)(f) above only:

If a written contract or
agreement between
you and the additional
insured specifies that
coverage for the addi-
tional insured:

(1) Be provided by the
Insurance Ser-
vices Office addi-
tional insured form
number CG 32 61,
CG 32 62 or CG
32 63; or

(2) Include coverage
for completed op-
erations; or

(3) Include coverage
for "your work";

and where the limits or
coverage provided to
the additional insured is
more restrictive than
was specifically re-
quired in that written
contract or agreement,
the terms of Para-
CONSTRUCTION CONTRACT PW-2851-19

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, Pave Northwest, Inc. hereinafter called the "Contractor" for the Project entitled: 2019 Furnishing and Application of Type II Slurry Seal.

WITNESSETH

That the said Contractor, in consideration of the sum of $295,632.73 to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond 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.

The Contract shall become effective on the first date on which every party has signed this Contract and County has received all necessary approvals.

The Contractor shall faithfully complete and perform all of the obligations of this Contract.

1. Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor and/or material for the prosecution of the work provided for in such contract.

2. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

3. 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.

4. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the contractor by reason of such Contract.

6. Contractor shall comply with the conditions for public contracts under Oregon State Law, particularly as set forth in ORS 279C.500 through 279C.530. Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Furthermore, Contractor shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Contractor shall pay all individuals performing work under this contract at least time-and-a-half pay for:

a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

c. All work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.540.

7. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

All employers working under the contract are subject employers that will comply with ORS 656.017.

8. Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage set forth in the attached schedule pursuant to ORS 279C.840(4) & OAR 839-016-0033(1).

9. Contractor shall maintain all records and file all wage certification forms as required by Oregon Administrative Rules.

10. Prevailing Wage Requirements

   a. Applicable Prevailing Wage Rates

      1. If this project is over $50,000 then it is subject to the Oregon prevailing wage Rate law (BOLI), and the Contractor shall pay the wage rate and fringe benefits listed in the Bureau of Labor and Industries publication, and/or any amendments, last published prior to the time of Bid Opening, which are incorporated herein by reference and can be accessed and downloaded at BOLI's website at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

      2. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1)

      3. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage. ORS 279C.838

b. Certified Payroll Filing Requirements

   1. Every employer on a covered project must file certified payroll records with the contracting agency. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

   1. To help employers satisfy the filing requirement, Form WH-38 is included in each PWR rate book. BOLI does not require contractors to use this form, but contractors must supply all information the form requests and this information must be certified.
Employers using their own forms or reports can comply with the certification requirement by attaching and completing a copy of the certification from the WH-38 form to their filing.

Employers must submit the hours worked each day by each employee, his or her name, address, the pay rate, work classification, gross pay to the employee and the amount contributed to any third party fringe benefits (and the type of benefit provided).

To meet filing requirements, the employer must sign the certified payroll to confirm that the information is true and complete. Unsigned reports do not satisfy the filing requirement. Submitting false or incomplete information can be the basis for civil penalties or debarment.

The Contractor and subcontractors shall preserve the certified statements for a period of three (3) years from the completion of the contract.

d. Certified Payroll Retainage

1. As required in ORS 279C.845, the County will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 or in FHWA Form 1273. The County will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

2. As required in ORS 279C.845, the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the County the certified statements required in ORS 279C.845 or FHWA Form 1273. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

e. Public Works Bond

1. The Contractor and all subcontractors working on this project are required to file a Public Works Bond for $30,000 with the Construction Contractors Board (CCB) pursuant to ORS 279C.836, unless specifically exempt under ORS 279C.836 (7), (8), or (9). ORS 279C.836 (7) addresses exclusions for certified disadvantaged, minority, women or small business enterprises; ORS 279C.836 (8) exempts projects with contract prices less than $100,000; and ORS 279C.836 (9) addresses exclusions due to emergencies made in accordance with rules adopted under ORS 279A.065. This bond must be filed prior to starting work on this project and remain in effect continuously; being renewed as required by the surety or if depleted due to a wage claim. The Contractor must verify their subcontractors have filed the bond with the CCB.

11. Contractor shall provide documentation that an employee drug testing program is in place when this project is subject to the applicable Oregon Prevailing Wage Rate.

12. Contractor shall agree to defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Contractor, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

13. Monies due to the Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, his 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 he is adequately protected by public liability and property
14. Contractor shall maintain at all times commercial general liability insurance, property damage insurance, and medical/professional malpractice if applicable, covering its activities and operations under this Agreement.

Contractor shall add Marion County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate written endorsement shall be issued by the company showing Marion County as an Additional Insured and Notice of Cancellation as set forth in the policy. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 – 30.300, or in the forms and amounts not less than set forth in subsection 00170.70 of the Standard Specifications and Special Provision, whichever is greater. Minimum limits required for medical/professional malpractice $1,000,000. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the County, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

Contractor shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. The Contractor shall provide the County with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

15. 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 plans, general provisions, Bid Proposal, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the 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 and under the terms of the Contract and to make such payments in the manner and at the time provided in the applicable instructions to bidders or special specifications, and the schedule of contract prices.

16. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.

17. Contractor agrees to guarantee all work under this contract for a period of 1 (one) year from the date of final acceptance thereof.

18. That if any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the contract Contractor agrees, whenever notified by the County, to immediately place such guaranteed work in a condition satisfactory to the County and make repairs of all damage made necessary in the fulfillment of the guarantee.

19. This contract may be increased by twenty (20) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.

20. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, the day and year first above written.

MARION COUNTY SIGNATURE:

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Authorized Signature: [Signature]  
Department Director or designee

Authorized Signature: [Signature]  
Chief Administrative Officer

Reviewed by Signature: [Signature]  
Marion County Legal Counsel

Reviewed by Signature: [Signature]  
Marion County Contracts & Procurement

PAVE NORTHWEST, INC. SIGNATURE:

Authorized Signature: [Signature]  
Title: [Title]

6/26/2019  
Date

1/20/19  
Date
MARION COUNTY PUBLIC WORKS

SPECIAL PROVISIONS

FOR

FURNISHING AND APPLYING
TYPE II SLURRY SEAL
ON VARIOUS ROADS IN MARION COUNTY
AND CITY STREETS IN SALEM, AND STAYTON

MARION COUNTY, OREGON

BID OPENING DATE – April 4, 2019

ORPIN OPPORTUNITY NO. C25102-PW554-19
ECMS NO. 2019-702
ACCOUNTING PROJECT NOS. 100095
104923, 100518, AND 102819

MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron  Commissioner
Sam Brentano  Commissioner
Colm Willis  Commissioner

Brian Nicholas, Director of Public Works
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>BID SCHEDULE</td>
<td>3</td>
</tr>
<tr>
<td>ORGANIZATION IDENTIFICATION/RESPONSIBILITY</td>
<td>4</td>
</tr>
<tr>
<td>EXPERIENCE / REFERENCES</td>
<td>6</td>
</tr>
<tr>
<td>BID PROPOSAL</td>
<td>7</td>
</tr>
<tr>
<td>BID BOND</td>
<td>9</td>
</tr>
<tr>
<td>DRUG &amp; ALCOHOL TESTING POLICY CERTIFICATION</td>
<td>10</td>
</tr>
<tr>
<td>FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM</td>
<td>11</td>
</tr>
<tr>
<td>SAMPLE CONSTRUCTION CONTRACT</td>
<td>12</td>
</tr>
<tr>
<td>PERFORMANCE BOND</td>
<td>17</td>
</tr>
<tr>
<td>LABOR AND MATERIALS PAYMENT BOND</td>
<td>19</td>
</tr>
<tr>
<td>SPECIAL PROVISIONS</td>
<td>21</td>
</tr>
<tr>
<td>PROJECT SUMMARY LIST</td>
<td></td>
</tr>
<tr>
<td>CITY OF SALEM WORK IN RIGHT-OF-WAY PERMIT APPLICATION</td>
<td></td>
</tr>
<tr>
<td>SLURRY SEAL VICINITY MAP – ALL PROJECTS</td>
<td></td>
</tr>
<tr>
<td>SLURRY SEAL LOCATION MAP – MARION COUNTY STREETS</td>
<td></td>
</tr>
<tr>
<td>SLURRY SEAL LOCATION MAP – SPONGS LANDING COUNTY PARK</td>
<td></td>
</tr>
<tr>
<td>SLURRY SEAL LOCATION MAP – CITY OF STAYTON</td>
<td></td>
</tr>
<tr>
<td>SLURRY SEAL OVERVIEW AND QUADRANT MAPS – CITY OF SALEM</td>
<td></td>
</tr>
<tr>
<td>DETOUR AND PROJECT PHASING MAPS - CITY OF SALEM</td>
<td></td>
</tr>
<tr>
<td>STANDARD DRAWINGS</td>
<td></td>
</tr>
<tr>
<td>OREGON STANDARD DRAWING NO. TM800 – TABLES, ABRUPT EDGE AND PCMS DETAILS</td>
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<tr>
<td>OREGON STANDARD DRAWING NO. TM820 – BARRICADES</td>
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<tr>
<td>OREGON STANDARD DRAWING NO. TM840 – CLOSURE DETAILS</td>
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<td>OREGON STANDARD DRAWING NO. TM841 – INTERSECTION WORK ZONE DETAILS</td>
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<tr>
<td>OREGON STANDARD DRAWING NO. TM850 – 2-LANE, 2-WAY ROADWAYS</td>
<td></td>
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</tbody>
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INTRODUCTION

1.1 Description of Work

Furnishing and application of type II slurry seal on various Marion County roads and city streets in Salem and Stayton as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer.

1.2 Time and Place of Receiving Bids

Submit Bids as specified in 00120.45 by 2:00 p.m. on April 4, 2019, to Tim Beaver, Contracts Specialist, c/o Receptionist at Building 1, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802. Bids submitted after the time set for receiving Bids will not be opened or considered.

Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon, immediately following Bid Closing. Bid results will be distributed via the Oregon Procurement Information System (ORPIN) by 10:00 a.m. the next business day.

1.3 Time for Completion of Work

Start no Work under the Contract prior to July 1, 2019. Complete all Work to be done under the Contract not later than August 30, 2019.

1.4 Project Information

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

Tina Powell, Department Specialist 503-588-5036 TMPowell@co.marion.or.us
Dave Chamness, Project Engineer 503-588-5036 DChamness@co.marion.or.us

1.5 Bid Surety

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

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

1.6 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2018 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, Part 00100, available for download on the Marion County website at: http://www.co.marion.or.us/PW/Engineering.
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.

Bid documents are also available for viewing at the Marion County Public Works Department, Building 1, 5155 Silverton Road NE, Salem, OR 97305.

1.7 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.

1.8 Contract Expiration Date


1.9 Compliance with Oregon Revised Statutes

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.

1.10 Funding

This project is locally funded.

1.11 Mandatory Submission Forms

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

1. Bid Schedule
2. Organization Identification/Responsibility
3. Experience/References
4. Bid Proposal
5. Bid Bond
6. Drug and Alcohol Testing Policy Certification
7. First-Tier Subcontractor Disclosure Form (within 2 hours of Bid closing)

The County may consider the Bid of any Contractor that does not include the identified forms in this section to be non-responsive. A non-responsive bid will not be considered for award.
Marion County Public Works  
FURNISHING AND APPLYING TYPE II SLURRY SEAL  

BID SCHEDULE  
ECMS NUMBER 2019-702  
April 2, 2019  

**PROJECT NUMBER 1**  
MARION COUNTY  

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>706.100</td>
<td>Slurry Seal, Type II</td>
<td>57,745</td>
<td>Square Yard</td>
<td>$ 1.81</td>
<td>$ 104,518.45</td>
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**PROJECT NUMBER 2**  
SPONGS LANDING COUNTY PARK  

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<tr>
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<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>706.100</td>
<td>Slurry Seal; Type II</td>
<td>6,312</td>
<td>Square Yard</td>
<td>$ 1.81</td>
<td>$ 11,424.72</td>
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**PROJECT NUMBER 3**  
WILLOW LAKE WASTEWATER TREATMENT PLANT (CITY OF SALEM)  

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>706.100</td>
<td>Slurry Seal, Type II</td>
<td>49,792</td>
<td>Square Yard</td>
<td>$ 1.81</td>
<td>$ 90,123.52</td>
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**PROJECT NUMBER 4**  
CITY OF SALEM  

<table>
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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>706.100</td>
<td>Slurry Seal, Type II</td>
<td>29,004</td>
<td>Square Yard</td>
<td>$ 1.81</td>
<td>$ 52,497.24</td>
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**PROJECT NUMBER 5**  
CITY OF STAYTON  

<table>
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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>706.100</td>
<td>Slurry Seal, Type II</td>
<td>20,480</td>
<td>Square Yard</td>
<td>$ 1.81</td>
<td>$ 37,068.80</td>
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**ECMS NUMBER 2019-702 - TOTAL EXTENSION**  
$295,632.73
ORGANIZATION IDENTIFICATION/RESPONSIBILITY

MARION COUNTY
TYPE II SLURRY SEAL
ECMS No. 2019-702

ORGANIZATION NAME: Paul Northwest, Inc.

PRINCIPAL: Tim Yokum / Secretary Treasurer
Name / Title

ADDRESS: 92678 Marcota Rd Marcota OR 97454

TELEPHONE: 541-285-3037

The information provided in this form is part of the County's inquiry concerning proposer responsibility pursuant to ORS 279B.110 for general procurement of goods and services. Please print clearly or type.

Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that you are not a responsible proposer. This document will become part of your response to the solicitation and will be subject to Oregon Public Records laws. Any information that may be considered confidential must be marked according to instructions in the solicitation document.

Submit completed form with other proposal forms as specified in Solicitation Document.

1. Is your company a Resident Oregon Bidder/Proposer as defined in ORS 279A.120?
   ✔ Resident  □ Non-resident

   Note: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120(1)(b)).

2. During the past five years, has a judgment ever been made against the Firm for breach of contract?
   □ Yes  ✔ No

   If yes, explain. ________________________________________________________________

3. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case?
   □ Yes  ✔ No

   If yes, explain. ________________________________________________________________

4. Does your firm have any outstanding judgments pending against it?  □ Yes  ✔ No

   If yes, List court cases. ________________________________________________________

5. Have you or any of your affiliates discontinued business operations with outstanding debts?
   □ Yes  ✔ No

   If yes, explain. ________________________________________________________________
Declaration and Signatures

The undersigned hereby declares that he or she is duly authorized to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the County of non-responsibility.

Date:  3/27/19
By:  
(Signature of authorized official)
Name:  Tim Yokum
(Please type or print)
Title:  Secretary/Treasurer
(Please type or print)
For:  Pave Northwest, Inc.
(Firm's name) (Please type or print)

Business Organization:  (Check one)

[ ] Corporation  [ ] Limited Liability Company
[ ] Partnership  [ ] Sole Proprietor
[ ] Joint Venture  [ ] Other ___________________________
EXPERIENCE / REFERENCES

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

**Contract #1**

<table>
<thead>
<tr>
<th>Location (city/state)</th>
<th>City of Tualatin, Oregon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owners Name</td>
<td>City of Tualatin - Bert Olheiser</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Type 2 Slurry Seal Project</td>
</tr>
<tr>
<td>% Completed</td>
<td>100%</td>
</tr>
<tr>
<td>Est. Completion Date</td>
<td>Completed in 2018 and 2017</td>
</tr>
</tbody>
</table>

**Contract #2**

<table>
<thead>
<tr>
<th>Location (city/state)</th>
<th>Eugene, Oregon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owners Name</td>
<td>City of Eugene - Doug Routell</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Type 2 Slurry Seal Project</td>
</tr>
<tr>
<td>% Completed</td>
<td>100%</td>
</tr>
<tr>
<td>Est. Completion Date</td>
<td>Projects in 2016, 2017, 2018</td>
</tr>
</tbody>
</table>

**Contract #3**

<table>
<thead>
<tr>
<th>Location (city/state)</th>
<th>Corvallis, Oregon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owners Name</td>
<td>Oregon State University</td>
</tr>
<tr>
<td>Type of Work</td>
<td>Crack Seal, Slurry Seal, Striping</td>
</tr>
<tr>
<td>% Completed</td>
<td>33% - 3 year Contract</td>
</tr>
<tr>
<td>Est. Completion Date</td>
<td>Summer 2020</td>
</tr>
</tbody>
</table>

References – minimum of two project owner references and two subcontractor references. References may be contacted to discuss submitting contractor's qualifications.

**#1 Project Owner Reference**

<table>
<thead>
<tr>
<th>Reference Name</th>
<th>Mark Smith</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business or Employer</td>
<td>Sunriver HOA, Public Works director</td>
</tr>
<tr>
<td>Telephone</td>
<td>503-593-2483</td>
</tr>
<tr>
<td>Project Name/$ Amount</td>
<td>$50,000 - 150,000</td>
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**#2 Project Owner Reference**

<table>
<thead>
<tr>
<th>Reference Name</th>
<th>Bert Olheiser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business or Employer</td>
<td>City of Tualatin</td>
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<tr>
<td>Telephone</td>
<td>503-880-6177</td>
</tr>
<tr>
<td>Project Name/$ Amount</td>
<td>$110,000 - 160,000</td>
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**#1 Subcontractor Reference**

<table>
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<tr>
<th>Reference Name</th>
<th>E. Russell Davis</th>
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<tr>
<td>Business or Employer</td>
<td>CR Contractors, Bend, Oregon</td>
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<tr>
<td>Telephone</td>
<td>503-503-291-2540</td>
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<td>Project Name/$ Amount</td>
<td>ODA Projects $300,000 - 500,000</td>
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**#2 Subcontractor Reference**

<table>
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<tr>
<th>Reference Name</th>
<th>Jonnic Construction</th>
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<tr>
<td>Business or Employer</td>
<td>123 Construction, Kenny Wood</td>
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<td>Telephone</td>
<td>503-863-1177</td>
</tr>
<tr>
<td>Project Name/$ Amount</td>
<td>ODA projects $300,000 - 400,000</td>
</tr>
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BID PROPOSAL

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

Gentlemen:

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

The Bidder further declares that he has carefully examined the Specifications and other proposed Contract Documents; that he 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 Specifications, the Special Specifications, and Technical Specifications and the other Contract Documents bound herewith are by reference a part of this bid proposal.

The Bidder further 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 the Special Specifications and based on the following Bid Proposal, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

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

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

Company: Pawe Northwest, Inc.
(Print or Type)

Address: 92678 Marcola Rd
(Print or Type)

City, State Zip Marcola, Oregon 97454
(Print or Type)

which address is the address to which all communications considered with this Bid Proposal and with the Contract shall be sent.
The names of the principal officers of the corporation submitting this Bid Proposal or of the partners, if the Bid Proposal is submitted by a partnership, or of all persons interested in this Bid Proposal as principals, are as follows:

Tim Yokum  
Russell Bond  

Secretary Treasurer  
President  

Dated this 27th day of March, 2019.

Construction Contractor's Board Registration Number  
# 191762  

Paul Northwest, Inc  
Firm Name  

Signature of Bidder  

Tim Yokum  
Name  

Secretary / Treasurer  
Title  

Telephone No. 541-285-3637  

Tax ID # 27-3281369  

The Bidder submitting this proposal certifies that they are X, are not __, a resident bidder of the State of Oregon as defined in ORS 279A.120.
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Pave Northwest, Inc., hereinafter called the Principal, and The Cincinnati Insurance Company, a Corporation organized and existing under and by virtue of the laws of the state Ohio, duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the penal sum of Ten Percent of Bid Dollars ($ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Marion County Public Works said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 2nd day of April, 2019.

Pave Northwest, Inc.
Principal
By:

The Cincinnati Insurance Company
Surety
By:  

A certified copy of the Agent's Power-of-Attorney must be Attached hereto.
THE CINCINNATI INSURANCE COMPANY
Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Lesley Hayden, Debbie Thomas, Sherry Gibson, Michael May, Janice Sharp, Karen Buell, James Hoppe, Matt Hurley, Neita Dilley,

of Eugene, OR its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 ($20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

[Signature]
Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

[Signature]
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

[Signature]
Assistant Secretary

BN-1005 (5/12)
DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

[ ] Yes [ ] No

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

Please print or type:

Company Name: Pave Northwest, Inc.
Name/Title: Tim Yokum, Secretary/Treasurer
Address: 92678, Marcol Rd, Harcola, OR, 97454

Signature: [Signature]
Date: 3/27/2019
FIRST-TIER SUBCONTRACTOR DISCLOSE FORM

Project Name: Marion County Type II Slurry Seal Various Location
Bid Closing: Date: April 4, 2019 Time: 2:05 pm

Criteria for disclosure of first tier subcontractors:

- A bidder shall submit to the County within two (2) working hours after the date and time of the deadline when the bids are due to the County, a disclosure of any first tier subcontractor(s) that will be furnishing labor or labor and materials in connection with the public improvement and whose contract value is equal to or greater than:
  - Five percent (5%) of the total project bid or $15,000, whichever is larger; or $350,000 regardless of the percentage of the total project bid.

- The undersigned, if awarded the contract, intends to subcontract certain portions of said contract in accordance with the following schedule:

  ☑ There are no first tier subcontractors for this public improvement project.
  ☐ This public improvement project is estimated to be under $100,000 and does not require disclosure of first tier subcontractors.
  ☐ Disclosure required as follows:

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. This disclosure does not include subcontractors providing materials only. (Attach additional sheets if needed.) Enter "NONE" if there are no subcontractors that need to be disclosed.

<table>
<thead>
<tr>
<th>Subcontractor Name/Address</th>
<th>Category of Work</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</tr>
</tbody>
</table>

Form submitted by: (bidder Signature) Date: 3/27/2019
Company Name: Pace Northwest Inc Contact Phone Number: 541-285-8037

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED IN ACCORDANCE WITH GENERAL INSTRUCTIONS SECTION, REGARDLESS OF DOLLAR AMOUNT OF PROJECT. THE COUNTY SHALL CONSIDER THE BID OF ANY CONTRACTOR THAT DOES NOT SUBMIT A SUBCONTRACTOR DISCLOSURE TO BE NON-RESPONSIVE. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.
PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Pave Northwest, Inc. as PRINCIPAL (hereinafter called CONTRACTOR) and The Cincinnati Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Ohio, 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 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 Two Hundred Ninety Five Thousand Six Hundred Thirty Two Dollars and Seventy Three Cents ($295,632.73) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated contract signed month, day, 2019, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Furnishing and applying type II slurry seal on various roads in Marion County and city streets in Salem and Stayton.

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 hereunder, 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 repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract.

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 Furnishing and applying type II slurry seal on various roads in Marion County and city streets in Salem and Stayton 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 or its 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 18th day of June, 2019.

The Cincinnati Insurance Company
SURETY

By: Neila A Dilley
Title: Attorney In Fact

Pave Northwest, Inc.
CONTRACTOR

By: Pave Northwest Inc.
Title: President

Click here to enter text.
Street Address

Eugene, OR 97401
City, State ZIP

541-343-8500
Phone Number

92678 Marcola Rd.
Street Address

Marcola, OR 97454
City, State ZIP

541-285-3037
Phone Number
THE CINCINNATI INSURANCE COMPANY
Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Lesley Hayden, Dabbe Thomas, Sherry Gibson, Michael May, Janice Sharp, Karen Buell, James Hoppe, Matt Hurley, Nelta Dilley, its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 ($20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this day of

Assistant Secretary

BN-1005 (5/12)
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 Pave Northwest, Inc. as PRINCIPAL and The Cincinnati Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Ohio, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best’s Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Two Hundred Ninety Five Thousand Six Hundred Thirty Two Dollars and Seventy Three Cents ($295,632.73) 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 June 1, 2019, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Furnishing and applying type II slurry seal on various roads in Marion County and city streets in Salem and Stayton.

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 repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, 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 20th day of June, 2019.

The Cincinnati Insurance Company
SURETY

By: Neita A Dilley
Title: Attorney-In-Fact

460 East 2nd Avenue
Street Address

Eugene, OR 97401
City, State ZIP

541-343-8500
Phone Number

Pave Northwest, Inc.
CONTRACTOR

By: Kristy Brad
Title: President

92678 Marcola Rd.
Street Address

Marcola, OR 97454
City, State ZIP

541-285-3037
Phone Number
THE CINCINNATI INSURANCE COMPANY
Fairfield, Ohio

POWER OF ATTORNEY

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Lesley Hayden, Debbie Thomas, Sherry Gibson, Michael May, Janice Sharp, Karen Buell, James Hoppe, Matt Hurley, Neila Dilley,

of Eugene, OR its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Twenty Million Dollars and 00/100 ($20,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

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IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this day of

Assistant Secretary

BN-1005 (5/12)
SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

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

General Conditions for Construction for Marion County, v20170127, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website and included in these Special Provisions by reference.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Supplemental Specifications modified as follows:


SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Supplemental Specifications.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Supplemental Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Supplemental Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Supplemental Specifications modified as follows:

Add the following subsection:

00150.51 Cooperation with City and County Staff – Coordinate slurry seal placement with the following persons:

<table>
<thead>
<tr>
<th>City</th>
<th>Contact</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salem</td>
<td>Kyle Cochran, Engineering Associate</td>
<td>503-588-6211</td>
</tr>
<tr>
<td></td>
<td>Andrea Mather, Engineering Associate</td>
<td>503-588-6211</td>
</tr>
<tr>
<td></td>
<td>Glen Putman, Maintenance Supervisor, Willow</td>
<td>503-588-6380</td>
</tr>
<tr>
<td></td>
<td>Lake Wastewater Treatment Plant</td>
<td></td>
</tr>
<tr>
<td>Stayton</td>
<td>Lance Ludwick, Director of Public Works</td>
<td>503-769-2919</td>
</tr>
<tr>
<td></td>
<td>Michael Schmidt, Senior Engineering Tech</td>
<td>503-769-2919 or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>503-509-8954 cell</td>
</tr>
<tr>
<td>County</td>
<td>Contact</td>
<td>Phone</td>
</tr>
<tr>
<td>Marion</td>
<td>Dave Chamness, Project Engineer</td>
<td>503-588-5036</td>
</tr>
<tr>
<td></td>
<td>Spencer Hohenshelt, Engineering Tech 2</td>
<td>503-588-5036</td>
</tr>
</tbody>
</table>
Contact Glen Putman, Willow Lake Wastewater Treatment Plant, a minimum of 72 hours in advance of planned Work. Provide adequate traffic ingress and egress for wastewater treatment plant operations.

00150.55 Cooperation with Other Contractors - Add the following to the end of this subsection:

The following contract work will be ongoing within the Willow Lake Wastewater Treatment Plant Project site during the following times:

<table>
<thead>
<tr>
<th>Contract Name (Contractor's Name)</th>
<th>Estimated Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willow Lake Cogeneration and Solids Improvements, Slayden Constructors</td>
<td>During Work Hours</td>
</tr>
<tr>
<td>Willow Lake North Secondary Clarifier Repair, Contractor TBD</td>
<td>Unknown</td>
</tr>
<tr>
<td>Willow Lake Trickling Filter Improvements, Contractor TBD</td>
<td>Unknown</td>
</tr>
</tbody>
</table>

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Supplemental Specifications.

**SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the Supplemental Specifications modified as follows:

00165.04 Costs of Testing - Replace the first paragraph with the following:

When the Special Provisions or the Manual of Field Test Procedures indicates that testing may be performed by the Agency and the Agency elects to do that testing, the testing will be at the Agency’s expense.

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

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

00165.50 Statistical Acceptance Sampling and Testing - Delete this subsection and all of its subsections.

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

00170.02 Permits, Licenses, and Taxes – Add the following paragraph at the end of this Subsection:

The contractor shall obtain appropriate Work in Right-of-Way permits from the City of Salem to perform Work within Salem City Limits. There is no cost for these permits. A sample permit form is included in this ITB.

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:
Add the following as Additional Insureds under the Contract:

- The City of Salem and its officers, agents, and employees.
- Salem City Council
- The City of Stayton and its officers, agents, and employees.
- Stayton City Council

**00170.72 Indemnity/Hold Harmless** - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- The City of Salem and its officers, agents, and employees.
- Salem City Council
- The City of Stayton and its officers, agents, and employees.
- Stayton City Council

**SECTION 00180 - PROSECUTION AND PROGRESS**

Comply with Section 00180 of the Supplemental Specifications 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:

<table>
<thead>
<tr>
<th>Limitations</th>
<th>Subsection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Completion Time</td>
<td>00180.50(h)</td>
</tr>
<tr>
<td>Traffic Lane Restrictions</td>
<td>00220.40(e)</td>
</tr>
<tr>
<td>Holidays and Special Events</td>
<td>00220.40(e)</td>
</tr>
</tbody>
</table>

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

**00180.41 Project Work Schedules** - Add the following paragraph:

The Contractor may submit either a Type "A", Type "B" or Type "C" schedule.

**00180.42 Pre-Construction Conference** - Replace the second sentence in the first paragraph with the following:

The meeting is to include, but not necessarily to be limited to, representatives of the following groups: Marion County Public Works, City of Salem, City of Stayton, Contractor, Contractor’s quality control representative, subcontractors, and utilities.

**00180.85(b) Liquidated Damages** - Replace the paragraph that begins "The Agency will sustain..." with the following paragraph:

Marion County will sustain damage if the Work required under Contract No. 2019-702 is not completed within the specified Contract Time. However, it will be unduly burdensome and difficult to demonstrate the
exact dollar value of such damages. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, the amount of $500 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Supplemental Specifications.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Supplemental Specifications modified as follows:

00195.12 Steel Material Price Escalation/De-Escalation Clause – Delete this subsection.

00195.10 Asphalt Cement Material Price Escalation/De-Escalation Clause – Delete this subsection.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Supplemental Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Supplemental Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Supplemental Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02(a) General Requirements – Add the following bullets at the end of the bullet list:

- Provide written notice to adjacent property owners and/or businesses at least 72 hours prior to beginning work. The notice shall contain adequate information about the Project, including descriptions of activities that will impact them, dates and hours of construction and limitations to access to properties. Coordinate with those affected to minimize adverse impacts.

- Marion County, the Cities of Salem and Stayton will provide preliminary notification to adjacent property owners. However, the notification will contain only general information and will contain no statement of facts concerning the actual dates of construction or activities that will impact them.

00220.03(b) Closures - In the second bullet, add “and Streets” to the end of the title.

In the second sentence of the second bullet replace “before the closure.” with “before closing one or more traffic lanes.”

00220.40(b) Detours and Stage Construction – Add the following after the first paragraph:
Provide staged construction for all streets shown on City of Salem Phasing Maps.

00220.40(e)(1) Closed Lanes - Replace the bulleted list with the following:

a. Project #1, Marion County Roads:
   - Monday through Friday between 8:00 a.m. and 4:30 p.m.
     Do not close any traffic lanes between 4:30 p.m. Friday and 8:00 a.m. Monday.

b. Project #2, Spongs Landing Park:
   - Monday through Friday between 7:00 a.m. and 4:30 p.m.
     Do not close any traffic lanes or parking areas between 4:30 p.m. Friday and 7:00 a.m. Monday.

c. Project #3, Willow Lake Wastewater Treatment Plant:
   - Daily, including Saturday and Sunday, between 8:00 a.m. and 5:00 p.m.
     Coordinate with Glenn Putman, Maintenance Supervisor, Willow Lake Wastewater Treatment Plant, 503-588-6380, a minimum of 72 hours in advance of Work.

d. Project #4, City of Salem Streets:
   Residential Streets:
   - Monday through Friday between 8:00 a.m. and 4:30 p.m.
     Do not close any traffic lanes between 4:30 p.m. Friday and 8:00 a.m. Monday.

e. Project #5, City of Stayton
   - Monday through Friday between 8:00 a.m. and 4:30 p.m.
     Do not close any traffic lanes between 4:30 p.m. Friday and 8:00 a.m. Monday.

The Contractor shall comply with all lane restrictions unless approved in writing by the Agency and noted on the project schedule.

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

The following special events will occur during the contract:

- City of Salem: Oregon State Fair, August 23 through September 2, 2019.
- City of Stayton: Santiam Canyon Stampede, July 19, 2019, and
  The 24th Annual Santiam Summer Fest, July 27, 2019

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02 General Requirements – After the first paragraph add the following paragraph:
Post "NO PARKING (Date to Date)" signs a minimum of 72 hours prior to beginning work on any road or street.

Add the following to the end of this subsection:

Protect traffic by using the appropriate configurations as detailed on Standard Drawings TM800, TM820, TM840, TM841, and TM850 or as modified in the supplemental drawings.

Traffic Control signs may be set up 1 hour before the work shift, and removed no later than 1 hour after the work shift. Turn "BE PREPARED TO STOP" and "FLAGGER AHEAD" signs when flaggers are not in position.

00225.05 Contractor Traffic Control Plan – In the first paragraph replace the sentence that begins "Submit the following..." with the following sentence:

Submit the following for approval 7 Calendar Days before the pre-construction conference:

00225.43(a) Tubular and Conical Markers – Replace the sentence that begins “Place tubular conical markers no more than 10 feet...” with the following:

While slurry seal cannot be driven on:

- Place a single cone in the middle of residential driveways.
- Place multiple cones in commercial driveways.

Remove the cones before opening the street.

00225.80 Measurement – Replace this Section, except for subsection number and title, with the following:

Work covered under this Section will be measured by the following method:

- Method “C” Incidental Basis – Under this method, no measurement of quantities will be made.

00225.90 Payment – Replace this subsection, except for subsection number and title, with the following:

Work covered under this Section will be paid by the following method:

- Method “C” Incidental Basis – When the Contract Schedule of Items does not indicate payment for work zone traffic control, all work zone traffic control will be considered Incidental and no separate payment will be made.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.20 Scope – Replace the second paragraph with the following:

Erosion and sediment control is not anticipated for the Work specified in the in the contract. All work done under this contract must comply with Marion County's Best Management Practices (BMP's) and all applicable State and Federal laws. A copy of Marion County's BMP's is available on-line at:
http://www.co.marion.or.us/PW/Engineering/Documents/bmpcrewmanual091.pdf

Add the following subsection:

00280.80 Measurement – Replace this subsection, except for subsection number and title, with the following:
No measurement of quantities will be made for work performed under this section.

00280.90 Payment - Replace this subsection, except for subsection number and title, with the following:

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

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.30(a)(1) General – Add the following bullet:

• Prevent pollutants from entering any stormwater inlet.

00290.30(b) Pollution Control Plan – Add the following bullet:


00290.90 Payment – Replace this subsection with the following:

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

SECTION 00706 - EMULSIFIED ASPHALT SLURRY SEAL SURFACING

Comply with Section 00706 of the Standard Specifications modified as follows:

00706.16 Tolerances and Limits - Replace the bullet that begins "The slurry consistency shall not..." with the following bullet:

• The slurry seal consistency shall not vary more than plus or minus 0.2 inch from the job mix formula after field adjustments.

00706.17(b) Slurry Seal Production (Gradation) - replace bullet points with the following:

• Stockpile – Every 100,000 square yards.
• Tanker – Every 100,000 square yards.
• Mixture - To be taken directly out of pug mill every 100,000 square yards.

00706.21(b) Calibration - Add the following to the end of this subsection:

Notify the Engineer of the date and time for the calibration a minimum of 7 days in advance.

00706.22 Spreading Equipment - Spreader Box - Add the following to the end of this subsection:

At no time shall the drags or strike off blades be cleaned on a public street without a suitable material barrier below them. Any excess material that falls off the slurry seal equipment during transit shall be swept up and removed to the Engineer's satisfaction before continuation of laydown is permitted.

00706.40 Weather Limitations - Add the following sentence to the beginning of this subsection:

The slurry seal may be applied if weather is forecasted to be a temperature greater than 70° F, humidity less than 70%, and chance of rain less than 10%.
00706.41 Preparation of Surface - Delete items (a) and (d) from this subsection.

00706.42 General - Add the following paragraph to the beginning of this subsection:

Place slurry seal on roads and streets between the hours of 8:00 a.m. and 2:30 p.m. on the days permitted in 00220.40(e). For City of Salem collector streets place slurry seal on roads and streets between the hours of 8:30 a.m. and 2:30 p.m.

Changes to the specified hours must be approved by the Engineer.

00706.44 Applying Slurry Seal Sample Strip – Replace the sentence that begins “The strip shall consist…” with the following sentence:

Apply a slurry seal sample strip consisting of two Panels approximately 50 feet long, placed side by side to form a typical seam between them.

00706.45 Joints – In the first paragraph replace the sentence that begins with "In the case of a concrete gutter" with the following:

The joint between the asphalt road surface and a concrete gutter pan shall be sealed by overlapping the slurry seal by no more than one inch onto the concrete gutter.

In the sentence that begins with "Remove any overlap," insert the word "excess" after "any".

Add the following sentence to the end of this subsection:

Building paper or other suitable material shall be placed at transverse joints and over previously placed slurry seal to avoid double placement of slurry seal and aid in creating a neat appearance.

00706.47 Curing - Replace the first sentence of this subsection with the following:

The rate of slurry seal curing shall be such that the sealed surface will be opened to traffic within 3 hours after application without tracking or damage to the surface.

00706.49 Cleanup - Add the following paragraph to the end of this subsection:

Excess slurry seal on curbing, ADA ramps and driveways shall be avoided. Remove excess slurry seal to the satisfaction of the Engineer. Address numbers painted on curbs shall be repainted and restored to original condition or better if obscured by the slurry seal. All excess slurry seal cleanup work shall be completed by the end of the day.

00706.51 Provision for Traffic - Replace the first sentence with the following paragraph:

The Contractor shall notify residents and business owners 72 hours or 3 working days, whichever is greater, prior to placing slurry seal. Notification shall be written information about the project, including descriptions of activities that will occur and the dates of construction, and signs indicating no parking areas. The signs must specify date and time of parking, access, traffic lane, or street closure. The Contractor shall coordinate with impacted owners and residents to minimize adverse impacts. If a schedule change occurs, re-notify following the same process.

Add the following subsection:

00706.75 Correction of Roughness – The Contractor shall repair any areas of washboarding. The repair shall be made to the satisfaction of the Engineer at no additional cost to the Agency.
# PROJECT SUMMARY LIST

2019 Slurry Seal on Various Roads in Marion County and the Cities of Salem and Stayton

## PROJECT #1, MARION COUNTY

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**SUM** 57,745

## PROJECT #2, SPONGS LANDING COUNTY PARK

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## PROJECT #3, WILLOW LAKE WASTEWATER TREATMENT PLANT

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## PROJECT #4, CITY OF SALEM

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# PROJECT SUMMARY LIST

2019 Slurry Seal on Various Roads in Marion County and the Cities of Salem and Stayton

**PROJECT #5, CITY OF STAYTON**

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**SUM** 20,480
### PROJECT SUMMARY LIST

2019 Slurry Seal on Various Roads in Marion County and the Cities of Salem and Stayton

#### PROJECT #3, WILLOW LAKE WASTEWATER TREATMENT PLANT

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<td>Treemont Ct S</td>
<td>343</td>
<td>34</td>
<td>1,296</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>30-4521000</td>
<td>Treemont Ct S</td>
<td>Cul-de-Sac</td>
<td>Anaconda Dr S</td>
<td>539</td>
<td>34</td>
<td>452</td>
<td>2,488</td>
</tr>
<tr>
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<td>Anaconda Dr S</td>
<td>Cul-de-Sac</td>
<td>Treemont Ct S</td>
<td>493</td>
<td>34</td>
<td>452</td>
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<tr>
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<td>33-4543800</td>
<td>Distinctive Ct S</td>
<td>Cul-de-Sac</td>
<td>Skyline Rd S</td>
<td>401</td>
<td>30</td>
<td>452</td>
<td>1,789</td>
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<tr>
<td>7</td>
<td>33-4525300</td>
<td>Springcrest Dr S</td>
<td>Summercrest Dr S</td>
<td>Springcrest Ct S</td>
<td>239</td>
<td>28</td>
<td>744</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>33-4525500</td>
<td>Springcrest Ct S</td>
<td>Cul-de-Sac</td>
<td>Springcrest Dr S</td>
<td>165</td>
<td>28</td>
<td>452</td>
<td>965</td>
</tr>
<tr>
<td>7</td>
<td>33-4525400</td>
<td>Springcrest Dr S</td>
<td>Cul-de-Sac</td>
<td>Springcrest Ct S</td>
<td>156</td>
<td>28</td>
<td>452</td>
<td>937</td>
</tr>
</tbody>
</table>

**Sum** 29,004
Work in Right-of-Way Permit Application

PLEASE COMPLETE SECTION 1 OF THIS DOCUMENT.

Notice of three full business days is required (weekends and holidays excluded). Send the completed application with payment to the following address:

City of Salem
Traffic Engineering Section
555 Liberty Street SE Room 325
Salem OR 97301-3513

SECTION 1: GENERAL INFORMATION

Type A (Valid for 30 days)
☐ Closure of sidewalk
☐ Closure of local right-of-way, lane, alley, or street
☐ Work in collector or arterial, maintaining all travel lanes

Type B (Valid for 10 closure days within a 30-day period)
☐ Closure of one arterial lane
☐ Closure of one collector lane
☐ Closure of two or more arterial lanes
☐ Closure of two or more collector lanes

Site Address ______________________________________________________________

Work Location _____________________________________________________________

Name of Applicant _________________________________________________________

Address _________________________________________________________________

Day Phone ____________________________ Evening Phone ______________________

Email __________________________________________ Fax ______________________

Is applicant the contractor? If no, provide the contractor’s contact information.
☐ Yes  ☐ No

Name of Contractor’s Contact Person _______________________________________

Day Phone ____________________________ Evening Phone ______________________

Email __________________________________________ Fax ______________________

Description of Work to Be Done _____________________________________________

City Project Manager ______________________________________ City Project Number ______

ARTERIAL AND COLLECTOR DAYTIME WORK HOURS ARE 8:30 A.M. TO 3:30 P.M.

Requested Start Date ____________________ Time ____________________ ☐ a.m. ☐ p.m.

Requested End Date ____________________ Time ____________________ ☐ a.m. ☐ p.m.

Signature of Applicant _____________________________ Date ________________
SECTION 2: PERMIT CONDITIONS—TO BE FILLED OUT BY CITY STAFF

Arterial and collector daytime work hours are 8:30 a.m. to 3:30 p.m. unless otherwise required or approved by the City Traffic Engineer.

1. All work shall be done in accordance with all applicable provisions of federal, state, and local laws, ordinances, and administrative rules.

2. All work in public right-of-way and all work which is connected, directly or indirectly, to City of Salem water, sanitary sewer, or storm sewer lines shall be constructed in accordance with applicable City of Salem Standard Construction Specifications.

3. For extended closures lasting over one day, Contractor shall notify the Emergency Communications Center at 503-588-6123 each day prior to street closure.

4. Permittee shall indemnify, defend, and save harmless the City of Salem, its officers, employees, and agents from any and all claims arising out of or in connection with any work done under this permit.

5. The City Traffic Engineer, or their designee, reserves the right to deny or modify the submitted traffic control plan. Should a problem arise as a result of the approved traffic control, additional traffic control may be required at the permittee's expense.

6. This permit may be revoked at any time by the Public Works Director or their designee.

Approved Date of Closure ____________________________________________

Approved Time of Closure ____________________________________________

ADDITIONAL CONDITIONS OF PERMIT

All traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), the Oregon Temporary Traffic Control Handbook, and to the satisfaction of the City Traffic Engineer. The (street)(lane)(alley)(sidewalk)(right-of-way) closure indicated is approved subject to the following conditions:

__________________________________________________________________________

__________________________________________________________________________

CONTRACTOR SHALL CONTACT THESE AGENCIES 24 HOURS IN ADVANCE OF WORK:

1. Police and Fire Communications Center non-emergency number 503-588-6123. Press "1" for English or "2" for Spanish, then press "3" for the non-emergency line.

2. School district 503-399-3100

3. Transit district 503-588-5468

Permit Approved By ________________________________ Date ____________

Type A (Valid for 30 days)

☐ Closure of sidewalk ($43 + $2.50 = $45.50)

☐ Closure of local right-of-way, lane, alley, or street ($86 + $5 = $91)

☐ Work in collector or arterial, maintaining all travel lanes ($86 + $5 = $91)

Type B (Valid for 10 closure days within a 30-day period)

☐ Closure of one arterial lane ($181 + $5 = $186)

☐ Closure of one collector lane ($181 + $5 = $186)

☐ Closure of two or more arterial lanes ($242 + $5 = $247)

☐ Closure of two or more collector lanes ($242 + $5 = $247)
2019 SALEM PAVEMENT PRESERVATION PROJECT

SW SLURRY SEAL ENLARGEMENT

This product is provided as is, without warranty. In no event is the City of Salem liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited.

Date: 1/31/2019
Document Path: N:\PW\Streets\PaveMaint\CrackSeal\PavementMaintenance2019\SlurryMaps2019
DETOUR MAP SIGNS AND NOTES

TRAFFIC CONTROL NOTES:

1.) ALL WORK IN THE RIGHT-OF-WAY NEEDS AN APPROVED "WORK IN RIGHT-OF-WAY" PERMIT PRIOR TO STARTING WORK.

2.) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL GUIDELINES FOR TRAFFIC CONTROL.

3.) REFER TO THE MUTCD AND THE OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK (OTTCH) FOR DISTANCES BETWEEN SIGNS AND CONES, UNLESS OTHERWISE NOTED.

4.) USE FLAGGERS AND TEMPORARY TRAFFIC CONTROL AS REQUIRED WITH APPROVED "WORK IN RIGHT-OF-WAY" PERMIT. REFER TO THE MUTCD AND THE OTTCH.

5.) CONTROL TRAFFIC AT ALL TIMES DURING CONSTRUCTION PER APPROVED "WORK IN RIGHT-OF-WAY" PERMIT.

6.) SIGN LOCATIONS SHOWN ARE APPROXIMATE AND SHOULD BE ADJUSTED IN THE FIELD FOR CONFLICTS SUCH AS SITE DISTANCE, DRIVEWAYS, LANDSCAPING, UTILITIES, ETC.

7.) THE TEMPORARY TRAFFIC CONTROL PLANS PROVIDE GUIDANCE FOR PLACEMENT OF SIGNAGE AND CHANNELIZING DEVICES. CERTAIN CONSTRUCTION ACTIVITIES MAY REQUIRE ADDITIONAL TEMPORARY TRAFFIC CONTROL PLANS, SIGNS OR CHANNELIZING DEVICES.

8.) SIGNS PLACED CONTINUOUSLY FOR LONGER THAN THREE DAYS SHALL BE POST-MOUNTED.

9.) ALL FLEXIBLE SIGNS AND PORTABLE SIGN SUPPORTS SHALL BE CRASHWORTHY.

10.) RIGID SIGNS MAY BE USED ON BARRICADES WHEN APPROPRIATELY CRASH TESTED.

11.) AT WORK ZONE USE FULL CLOSURE DETAILS FOR ALL ROADWAYS WITHIN FULL CLOSURE AREA.

PEDESTRIAN NOTES:

1.) CONTRACTOR TO PROVIDE PROPER SIGNAGE AND MAINTAIN ONE SAFE ACCESSIBLE ROUTE IN EACH DIRECTION FOR PEDESTRIAN TRAFFIC AT EACH INTERSECTION AT ALL TIMES DURING CONSTRUCTION.

2.) CONTRACTOR TO PROVIDE A SAFE ACCESSIBLE ROUTE TO THE PEDESTRIAN PUSHBUTTONS AT ALL TIMES DURING CONSTRUCTION.

TRAFFIC CONTROL SIGN LIST

TYPE III BARRICADE  
(MIN. 8' WIDE - REFER TO THE OTTCH, PAGE 36)

PORTABLE SIGN
2019 SLURRY SEAL
Springcrest Dr S, Springcrest Ct S, Red Oak Dr S,
and Distinctive Ct S

PROJECT LIMITS

ENGINNEERING DIVISION
555 Liberty Street SE, Room 325
Salem, OR 97301-3513
Phone 503-588-6211
www.cityofsalem.net
January 2019
2019 SLURRY SEAL
Addison Dr S, Addison Ct S, Ponderosa Dr S, Red Oak Dr S, and Mountain Crest Wy S
2019 SLURRY SEAL
Anaconda Dr S, Treemont Ct S, Red Oak Dr S, Mountain Crest Wy S, and Country Dr S

PROJECT LIMITS

CITY OF Salem
AT YOUR SERVICE
PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION
555 Liberty Street SE, Room 325
Salem, OR 97301-3513
Phone 503-588-6211
www.cityofsalem.net

January 2019
**TAPER TYPES & FORMULAS**

<table>
<thead>
<tr>
<th>TAPER</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merging (Lane Closure)</td>
<td>&quot;L&quot;</td>
</tr>
<tr>
<td>Shifting</td>
<td>&quot;L/2 or 1/4 L&quot;</td>
</tr>
<tr>
<td>Shoulder Closure</td>
<td>&quot;L/3 or 1/6 L&quot;</td>
</tr>
<tr>
<td>Flagging (See Drg. TM850)</td>
<td>50'-100'</td>
</tr>
<tr>
<td>Downstream (Termination)</td>
<td>Varies (See Drawings)</td>
</tr>
</tbody>
</table>

* Use Pre-Construction Posted Speed to select the Speed from the Tables below:

---

**CONCRETE BARRIER FLARE RATE TABLE**

<table>
<thead>
<tr>
<th>SPEED (mph)</th>
<th>MINIMUM FLARE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 30</td>
<td>8:1</td>
</tr>
<tr>
<td>35</td>
<td>9:1</td>
</tr>
<tr>
<td>40</td>
<td>10:1</td>
</tr>
<tr>
<td>45</td>
<td>12:1</td>
</tr>
<tr>
<td>50</td>
<td>14:1</td>
</tr>
<tr>
<td>55</td>
<td>16:1</td>
</tr>
<tr>
<td>60</td>
<td>18:1</td>
</tr>
<tr>
<td>65</td>
<td>19:1</td>
</tr>
<tr>
<td>70</td>
<td>20:1</td>
</tr>
</tbody>
</table>

---

**MINIMUM LENGTHS TABLE**

<table>
<thead>
<tr>
<th>&quot;L&quot; VALUE FOR TAPERS (ft)</th>
<th>BUFFER &quot;B&quot; (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>W = Lane or Shoulder Width being closed or shifted</td>
<td>W ≤ 10</td>
</tr>
<tr>
<td>25</td>
<td>105</td>
</tr>
<tr>
<td>30</td>
<td>150</td>
</tr>
<tr>
<td>35</td>
<td>205</td>
</tr>
<tr>
<td>40</td>
<td>265</td>
</tr>
<tr>
<td>45</td>
<td>320</td>
</tr>
<tr>
<td>50</td>
<td>450</td>
</tr>
<tr>
<td>55</td>
<td>600</td>
</tr>
<tr>
<td>60</td>
<td>700</td>
</tr>
<tr>
<td>70</td>
<td>1000</td>
</tr>
</tbody>
</table>

**NOTES:**
- For Lane closures where W < 10', use "L" value for W = 10'.
- For Shoulder closures where W < 10', use "L" value for W = 10' or calculate "L" using formula, for Speeds ≥ 45: L = WS, Speeds < 45: L = S²W/60, S = Speed, W = Width

---

**EXCAVATION ABRupt EDGE**

- When paved shoulders adjacent to excavations are less than four feet wide protect longitudinal abrupt edge as shown.
- Use aggregate wedge when abrupt edge is 2 inches or greater.

---

**TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE**

<table>
<thead>
<tr>
<th>SPEED (mph)</th>
<th>Sign Spacing (ft)</th>
<th>Max. Channelizing Device Spacing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTES:**
- Install PCMS bay
- Use the appropriate Right shoulder, use Left shoulder, use
- Use six drums in the barricade may be
- Detail as shown it
  - Portable Ti
  - Smart Work

---

**PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)**

---
BARRICADE RAIL LAYOUT

NOTES:

- Markings for barricade rails shall slope downward at an angle of 45° in the direction traffic is to pass.

- Where a barricade extends entirely across a roadway, it is desirable that the stripes slope downward in the direction toward which traffic must turn in detouring.

- Where both right and left turns are provided for, slope the chevron striping downward in both directions from the center of the barricade.

- For full roadway closures, the C or LR barricade may be used. Extend barricades completely across roadway unless access is required for local road users.

LT. SIDE - L
(For approaching traffic)

RT. SIDE - R
(For approaching traffic)
GENERAL NOTES FOR ALL DETAILS:
- Additional Traffic Control Measures (1)
- The "FLAGGER" (CW23-2) symbol signifies flaggers are required.
- To determine Taper Length ("L") and Left turn storage lane length determined by the Engineer.
- For left lane or shoulder work, place "LEFT LANE ENDS" (W4-2L) symbol.
- To determine sign spacing A, B, and C.
- When a through road intersects within 100' of the work zone, place "BE PREPARED TO STOP" signs.
- Use plastic drums in lane closure taper.
- Where shoulder width is limited, Sequential Arrow may be used instead of shoulder closure.
- Place channelizing devices around inflow.
- Install a "BICYCLES ON ROADWAY" and bikes are expected.
NOTE:
- Continue "LOOSE GRAVEL" (CW8-7a) and "DO NOT Pass" (R4-1) signing throughout the area at spacing shown.
- Use advisory speed "XX", 20 mph less than the posted speed, or as directed. "XX MPH" placard should not exceed 20 mph below the pre-construction posted speed.
- Do not use "ABRUPT EDGE" (and "DO NOT PASS" (R4-1)) throughout the area at spacing shown.

2-LANE, 2-WAY ROADWAY
LOOSE GRAVEL IN ROADWAY SIGNING

NOTES:
- Place Advance Flagger and additional signing when traffic queues extend beyond initial warning signing OR when sight distance is restricted.
- Place additional Tubular Markers for Flagger and Advance Flagger Stations according to FLAGGER STATION DELINEATION detail.
- Relocate initial "ROAD WORK AHEAD" (W20-1) sign in advance of additional "BE PREPARED TO STOP" (W3-4) and Flagger Ahead (CW23-2) signs, as shown.

ADVANCE FLAGGER FOR EXTENDED TRAFFIC QUEUES

GENERAL NOTES FOR ALL DETAIL:

NOTE:
- When using pilot cars with the Tubular Marker spacing the Activity Area, as shown
- Include CR4-23 signs mid-way before each Flagger.
- Coordinate and control pec Flaggers, other TCM, or as than or equal to 4" wide, pr