

# Contract Review Sheet

Public Improvement Agreements

**PW-6392-25**

Title: NMTS Concrete Repair

Contractor's Name: Brix Paving Northwest Inc.

Department: Public Works Department

Contact: Scott Medvin

Analyst: Kathleen George

Phone #: (503) 588-5036

Term - Date From: Execution

Expires: December 31, 2026

Original Contract Amount: \$ 139,743.75

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 139,743.75

Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid

ITB# PW1605-24

Description of Services or Grant Award

Repair of concrete floors at North Marion County Disposal Facility.

Desired BOC Session Date: 1/29/2025

Contract should be in DocuSign by: 1/8/2025

Agenda Planning Date: 1/16/2025

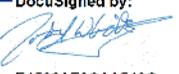
Printed packets due in Finance: 1/14/2025

Management Update: 1/14/2025

BOC upload / Board Session email: 1/15/2025

BOC Session Presenter(s) \_\_\_\_\_ Code: Y

## REQUIRED APPROVALS

DocuSigned by:  


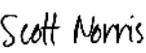
1/14/2025

Finance - Contracts

Date

Contract Specialist

Date

Signed by:  


1/15/2025

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 1/29/25

Department: Public Works

Title: North Marion Recycling & Transfer Station Concrete Repair

Management Update/Work Session Date: 1/14/25 Audio/Visual aids

Time Required: 10 min Contact: Jill Ogden Phone: 503-365-3152

Requested Action: Consider approval of Contract PW-6392-24 (ECMS 2024-653) for North Marion Recycling & Transfer Station Concrete Repair.

Issue, Description & Background: Marion County has solicited for concrete flooring repair at the North Marion Recycling and Transfer Station. On November 13, 2024, thirteen bids were received and opened ranging from \$139,743.75 to \$273,062.50 for this project. A contract in the amount of \$139,743.75 is being executed by Brix Paving Northwest, Inc. as the responsible low bidder. The bid award was approved on November 26, 2024 and became official at 5:00 pm, December 5, 2024 following the required 7-day protest period. No protests were received.

Financial Impacts: Public Works has budgeted the necessary funds to complete the projects in the FY 2024-25 budget.

Impacts to Department & External Agencies: None.

List of attachments: Construction Contract PW-6392-24 and Contract Review Sheet

Presenter: Ryan Crowther, Andrew Johnson

Department Head Signature: Dennis Mansfield Digitally signed by Dennis Mansfield Date: 2025.01.08 10:03:43 -08'00'

CONSTRUCTION CONTRACT PW-6392-24

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 "Agency" and, Brix Paving Northwest, Inc. hereinafter called the "Contractor" for the Project entitled: NMTS Concrete Repair 2024.

*WITNESSETH*

Contractor, in consideration of the sum of 139,743.75 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

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

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

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the Agency; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be

withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

6. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Agency and to its satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the Agency reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The Agency delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

- Compliance with Regulations.

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

- Nondiscrimination.

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

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

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

- Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Agency or the Oregon Department of Transportation to be

pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Agency or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- Sanctions for Noncompliance.

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

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

#### 11. Incorporation of Provisions.

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

#### 12. Independent Contractor.

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

#### 13. Governing Law and Venue.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Agency on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.



## PROJECT WAGE RATES

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

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

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

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

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

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

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

TRANSFER STATION CONCRETE FLOOR REPAIR  
NORTH MARION COUNTY DISPOSAL FACILITY

Continuously Reinforced Concrete

MARION COUNTY, OREGON

Bid Publication Date: October 30, 2024

Bid Opening: November 13, 2024

MARION COUNTY BID #: PW-1605-24

OREGONBUYS BID SOLICITATION #: S-C25102-00011870

ECMS NO. 2024-653  
ACCOUNTING PROJECT NO. 101200

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MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron	Commissioner
Danielle Bethell	Commissioner
Colm Willis	Commissioner

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Brian Nicholas, Director of Public Works



EXPIRES 12-31-2024

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

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

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## INTRODUCTION

### 1.1 Description of Work

Construction includes repairing the concrete floor as called for in the Plans and Specifications, and such additional Incidental Work as requested by the Engineer. The estimated cost range is \$100,000 to \$200,000.

### 1.2 Requests for Clarification or Changes

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

### 1.3 Time, Place and Methods of Receiving Bids

Submit electronic bids as specified in Special Provision 00120.45(b) by 2:00 p.m. on November 13, 2024. Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

<https://contracts-marioncountygcc.msapproxy.net/gateway/>.

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

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

### 1.4 Revision or Withdrawal of Bids

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

### 1.5 Time for Completion of Work

Complete all Work to be done under the Contract before the elapse of 30 calendar days from the beginning of on-site work and no later than March 7, 2025, whichever occurs first.

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

### 1.6 Funding

This project is Locally Funded.

### 1.7 Project Information

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

Scott Medvin

503-373-3100

[PWcontracts@co.marion.or.us](mailto:PWcontracts@co.marion.or.us)

### 1.8 Bid Guarantee

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid per 00120.40(e).

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

### 1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2024 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:

[https://www.oregon.gov/odot/Business/Pages/Standard\\_Specifications.aspx](https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx)

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2024), Part 00100, available for download on the Marion County website at:

<https://www.co.marion.or.us/PW/Engineering/Pages/default.aspx>.

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

### 1.10 Prevailing Wage Rate Requirements

This Project is subject to Oregon prevailing wage rate law (BOLI), and any amendments in effect at the time of solicitation. The existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

### 1.11 Mandatory Submission Forms

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

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

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

- First-Tier Subcontractor Disclosure Form

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

### 1.12 Bid Evaluation

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

### 1.13 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this

Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.14 Contract Expiration Date

Contract 2024-653 expires on December 31, 2026.

**TABLE OF CONTENTS**

Page

INTRODUCTION ..... 3

BID CERTIFICATION ..... 7

BID BOND ..... 12

PERFORMANCE BOND ..... 13

LABOR AND MATERIALS PAYMENT BOND ..... 15

DRUG & ALCOHOL TESTING POLICY CERTIFICATION ..... 17

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS ..... 18

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM ..... 19

SAMPLE CONSTRUCTION CONTRACT PW-[no.-year] ..... 20

PROJECT WAGE RATES ..... 24

**BID SCHEDULE**  
Marion County Public Works  
North Marion Transfer Station Concrete Repair 2024  
Marion County Bid Solicitation #: PW1605-24  
OregonBuys Bid Solicitation #: S-C25102-00011870  
ECMS #: 2024-653

**101200 - North Marion Transfer Station**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
755.200	Continually Reinforced Concrete Pavement	6,425.00	SF	\$ 21.75	\$ 139,743.75
<b>ECMS 2024-653 - TOTAL EXTENSION</b>					<b>\$ 139,743.75</b>

## BID CERTIFICATION

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

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

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

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

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$25,000,000. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$13,000,000.

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

Experience / References

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

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

Contract #1

Location (city/state)	Washington County, Oregon
Owners Name	Washington County
Type of Work	A/C Paving
% Completed	100%
Estimated Completion Date	9/2023

Contract #2

Location (city/state)	Portland, OR
Owners Name	City of Portland
Type of Work	Speed Cushion Installation
% Completed	95%
Estimated Completion Date	12/2024

Contract #3

Location (city/state)	Zig Zag, OR
Owners Name	ODOT
Type of Work	A/C Paving & Curb Ramps
% Completed	100%
Estimated Completion Date	10/2023

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

#1 Project Owner Reference

Reference Name	Nicholas Stroberger
Business or Employer	Washington County
Telephone	971.348.2742
Project Name/\$ Amount	2023 URMD Overlay Project / \$2MM

#2 Project Owner Reference

Reference Name	Demetry Scheratski
Business or Employer	NW Natural
Telephone	503.928.2984
Project Name/\$ Amount	A/C Paving & Concrete Repairs / \$12MM Annually

#1 Subcontractor Reference

Reference Name	Josh Watson
Business or Employer	Loy Clark Construction
Telephone	503.793.4078
Project Name/\$ Amount	Pacific Corp River Crossing / \$1.7MM

#2 Subcontractor Reference

Reference Name	Ben Brock
Business or Employer	Michels Pipeline
Telephone	208.642.7917
Project Name/\$ Amount	Kinder Morgan Pipeline Repairs / \$1.25MM

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

Company: Brix Paving Northwest Inc.  
(Print or Type)

Address: PO Box 2388  
(Print or Type)

City, State Zip Tualatin, OR 97062  
(Print or Type)

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

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

M7S  
\_\_\_\_\_  
President  
\_\_\_\_\_

Dated this 13<sup>th</sup> day of November, 2024.

Construction Contractor's  
Board Registration Number  
193102

Brix Paving Northwest, Inc.  
Firm Name

[Signature]  
Signature of Bidder

Marc Gaffrey  
Name Print or Type

Manager  
Title Print or Type

Telephone No. 503.803.6377

Email Address: mgaffrey@brixpaving.com

Tax ID # 27-4275365

Business Organization: (Check one)

- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Sole Proprietorship
- Other \_\_\_\_\_





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Kristen McGillvrey, Tina A. Costa, Dean R. Pollock, Summer Hugh, James R. Cox, David M. Holland, Ashlee Baumgartner of Eugene, OR**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of November, 2022.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of November, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

**(Expiration of notary's commission does not invalidate this instrument)**

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 5930



Signed and sealed at the City of Brookfield, WI this 6th day of November, 2024.

*Karen J. Haffner*  
Assistant Secretary

Bond No. YCN7476407

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Brix Paving Northwest, Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and <sup>Old Republic Surety Company</sup> \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of WI 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 <sup>One Hundred Thirty Nine Thousand Seven Hundred Forty Three and 75/100</sup> \_\_\_\_\_ Dollars (\$139,743.75) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated \_\_\_\_\_, 20\_\_, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Transfer Station, Concrete Floor Repair - North Marion County Disposal Facility

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Old Republic Surety Company  
SURETY

Brix Paving Northwest, Inc.  
CONTRACTOR

By: Ashlee Baumgartner  
Ashlee Baumgartner

By: x Tyler Pasher

Title: Attorney-In-Fact

Title: Assistant Secretary

10260 SW Greenburg Road, Suite 1060  
Street Address

11277 SW Clay St. Suite C  
Street Address

Portland, OR 97223  
City State ZIP

Sherwood OR 97140  
City State ZIP

800-777-9004  
Phone Number

503-570-9355  
Phone Number

Bond No. YCN7476407

**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 Brix Paving Northwest, Inc. as PRINCIPAL and Old Republic Surety Company<sub>a</sub> corporation organized and existing under and by virtue of the laws of the state of WI \_\_\_\_\_, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY and ODOT, as dual OBLIGEE, in the sum of One Hundred Thirty Nine Thousand Seven Hundred Forty Three and 75/100 Dollars (\$139,743.75) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated \_\_\_\_\_, 20\_\_\_\_, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Transfer Station Concrete Floor Repair - North Marion County Disposal Facility

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 Transfer Station Concrete Floor Repair - North Marion County Disposal Facility \_\_\_\_\_, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, subject, however, to the following conditions:

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

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract \_\_\_\_\_ or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Old Republic Surety Company  
SURETY

Brix Paving Northwest, Inc.  
CONTRACTOR

By: Ashlee Baumgartner  
Ashlee Baumgartner

By: Tyla Pascher

Title: Attorney-In-Fact

Title: Assistant Secretary

10260 SW Greenburg Road, Suite 1060  
Street Address

11277 SW Clay St. Suite C  
Street Address

Portland, OR 97223  
1. City, State Zip

Sherwood, OR 97140

800-777-9004  
Phone Number

503-570-9355  
Phone Number



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Kristen McGillvrey, Tina A. Costa, Dean R. Pollock, Summer Hugh,**  
James R. Cox, David M. Holland, Ashlee Baumgartner of Eugene, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of November, 2022.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of November, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 5930



Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_.

Karen J. Haffner  
Assistant Secretary

### DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

  X   Yes                             No

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

Please print or type:

Company Name Brix Paving Northwest Inc.

Name/Title Pat Brunson, Safety Director

Address PO BOX 2388, Tualatin, OR 97062

Signature Pat Brunson

Date 11-13-2024

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

### Instructions for Submitting Form

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

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

### Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name NM75 Transfer Station Concrete Floor  
ECMS Contract # 2024-653  
Bid Opening Date 11/13/2024  
Name of Bidding Contractor Brix Paving Northwest Inc.

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

FIRST-TIER SUBCONTRACTORS

Firm Name <u>RLC</u>	Dollar Amount <u>\$100,000</u>
Category of Work <u>concrete</u>	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	
Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

## PROJECT WAGE RATES

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

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

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

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

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

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

## SPECIAL PROVISIONS

### PART 00100 – GENERAL CONDITIONS

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

**General Conditions for Construction for Marion County, v2024**, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these Special Provisions by reference.

### SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

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

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

- ATSSA - American Traffic Safety Services Association  
[www.atssa.com](http://www.atssa.com)
- NTMAG - Nonfield-Tested Materials Acceptance Guide  
[https://www.oregon.gov/odot/Construction/Documents/NTMAG\\_202401.pdf](https://www.oregon.gov/odot/Construction/Documents/NTMAG_202401.pdf)
- QPL - Qualified Products List  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)

### SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

**00120.00 Prequalification of Bidders** – Replace the first sentence with the following:

For this project the Agency requires contractors to be prequalified with the Oregon Department of Transportation (ODOT), which will prequalify bidders according to ODOT's Oregon Administrative Rules and prequalification procedures.

### SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

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

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

### SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions

**SECTION 00150 - CONTROL OF WORK**

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

**00150.50(c) Contractor Responsibilities** – Add the following to the end of the bullet list:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c).
- When power lines overhang the work area, maintain the minimum vertical clearance between power lines and equipment according to the Occupational Safety and Health Administration’s “Table A – Minimum Clearance Distances”.

Add the following subsection:

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

**Table 00150-1**

Utility	Contact Information
Various Onsite	Andrew Johnson, 503-566-4184 , <a href="mailto:ajohnson@co.marion.or.us">ajohnson@co.marion.or.us</a>

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the General Conditions modified as follows:

**00160.20(a) Buy America** - Replace this subsection, except for the subsection number and title, with the following:

Buy America for iron and steel does not apply to this Contract.

**SECTION 00165 - QUALITY OF MATERIALS**

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

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

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

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the General Conditions modified as follows:

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

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

**SECTION 00180 - PROSECUTION AND PROGRESS**

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

Add the following subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Time .....	00180.50(h)
Closed Lanes .....	00220.40(e)(1)

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

**00180.41 Project Work Schedules** - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

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

- Reasonably predictable weather conditions; or

**00180.85(b) Liquidated Damages** – Add the following sentence after the last paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$924 per Calendar Day.

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

**SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the General Conditions modified as follows:

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

If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform

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

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

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

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

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

### **SECTION 00195 - PAYMENT**

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

**00195.10 Asphalt Cement Material Price Escalation/De-escalation** – Replace the first sentence with the following:

A Escalation/De-escalation clause is in effect during the life of this contract.

### **SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the General Conditions.

### **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the General Conditions.

### **SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS**

Comply with Section 00199 of the General Conditions.

### **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

### **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

**00220.02(a) General Requirements** - Add the following bullet to the end of the bullet list:

- Protect pedestrians and traffic in excavation areas by backfilling the trench or placing steel plates over the trench area and secure the plates at the end of each workday.

Add the following subsection:

**00220.20(e) Public and Agency Access** – The North Marion Transfer and Recycling Station is open to the public seven days a week between 8:00 a.m. to 5:00 p.m. The contractor will schedule construction to minimize disruption of service to the public and Agency subcontractors. Coordinate construction activities with the Engineer.

The North Marion Transfer and Recycling Station will remain open to the public throughout the project. During hours of operation the contractor shall provide access to the following:

- The scale house for both the inbound and outbound scales
- The recycling center
- The fueling station
- Two-way traffic on perimeter access road.
- Delivery and pickup of drop boxes
- Do not block access to ancillary facilities

Add the following subsection:

**00220.40(e)(3) Minimum Requirements for Lane Closure** - Provide a minimum of one 10 foot wide traffic lane through the Work area.

When Work on the project requires the closure of a travel lane resulting in one-way traffic on a road that is otherwise open to two-way traffic, provide traffic control at each intersecting road, according to Section 00223.

Add the following subsection:

**00220.40(f) Work Hours** – Perform work activities between 7:00 a.m. and 5:00 p.m. unless approved by the Engineer.

**00220.60 (2) Agency Responsibility** – Add the following bullet:

- To direct the flow of traffic to and from the temporary disposal area the County will furnish:
  - Traffic control devices
  - Maintain traffic control devices.

## **SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

Comply with Section 00221 of the Standard Specifications.

## **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

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

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

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

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

## SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

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

**00223.31(a) Traffic Control Supervisor** – Delete this subsection.

**00223.31(b) Traffic Control Inspection Without TCS** - Delete the last three bullets.

**00223.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

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

**00223.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

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

## SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

The contractor shall implement Best Management Practices (BMP) for construction. The contractor may use Marion County's BMP's, a copy of Best Management Practices for Clean Water is available at: <http://www.co.marion.or.us/PW/Engineering/Documents/bmpcrewmanual091.pdf>

Furnish and install erosion control measures that will prevent soils, aggregates, concrete and other debris from migrating away from the construction site.

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

**00280.16(d) Inlet Protection** – Replace this subsection except for the subsection number and title with the following:

Furnish Type 3 "Prefabricated Filter Inserts" from the QPL as noted on the plans.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Furnish a spill kit onsite during construction

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

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

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

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

## SECTION 00290 - ENVIRONMENTAL PROTECTION

Add the following Subsection to the end of this subsection:

**00290.20(c)(3-b) Woody Matter** – Replace this subsection, except for the subsection number and title, with the following:

Buring woody matter is prohibited.

**00290.20(c)(3-e) Disposal on Agency-Owned Lands** – Add the following paragraph:

Concrete and steel rebar from the project may be disposed of at Brown’s Island Demolition Landfill Disposal at no cost to the contractor.

Browns’s Island Demolition Landfill Disposal  
2895 Faragate Avenue S.  
Salem, OR 97302.

If the contractor elects to dispose of the concrete and steel rebar at a location other than Brown’s Island, the contractor will be responsible to pay all trucking and disposal fees.

For other debris dispose of according to 00290.20(c)(3).

**00290.30(a) Pollution Control Measures** - Add the following subsection and bullets:

**(7) Water Quality:**

- Implement measures adequate to prevent pollutants or construction materials, such as debris, fuel, or petroleum products from entering waters of the state, U.S or storm inlet.
- Fuel and service equipment at least 150 feet from waters of the state, U.S or storm inlet.

Add the following subsection:

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

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

**(1) Bird Management** - Bird management activities to comply with the Migratory Bird Treaty Act will be performed by APHIS an agent for Marion County. Ensure that APHIS has access to the project area as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

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

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

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

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**00310.41(a) General** - Replace this subsection, except for the subsection number and title, with the following:

Use wet-cut concrete saws to make clean, smooth, vertical cuts, to the full depth of the floor regardless of thickness. Furnish a HEPA-filter vacuum system to contain the concrete liquid from the saw cutting.

The contractor shall take precaution to avoid damage to the remaining floor.

**00310.41(d)(3) Concrete floors, Slabs and Walls** – Replace this subsection, except for the subsection number and title, with the following:

Before placing new concrete, remove all fragments and debris.

**00310.80 Measurement** – After the bullet “Lump Sum Basis” add the following:

The estimated quantity of removal is 6,409 square feet.

**00310.92 Separate Item Basis** – Delete this subsection.

### **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications.

### **SECTION 00340 – WATERING**

Comply with Section 00340 of the Standard Specifications modified as follows:

**00340.00 Scope** – Replace the first sentence with the following:

This work consists of furnishing and applying water for:

Add the following bullet:

- Furnish water as needed to construct the concrete floor.

**00340.10 Water** – Add the following paragraph:

When large a large volume of water is required, the contractor will be responsible to furnish either a water buggy or water truck and obtain water from a source outside of the project.

A fire hydrant is located approximately ¼ mile south if the project.

**00340.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

No measurement of quantities will be made for “water”.

**00340.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for “water”.

**SECTION 00755 - CONTINUOUSLY REINFORCED CONCRETE PAVEMENT**

Comply with Section 00755 of the Standard Specifications modified as follows:

**00755.10 Materials** – Add the following material to the list:

Aggregate.....02690

**00755.11 Classes of Concrete** - Replace this subsection, except for the subsection number and title, with the following:

Furnish class 5000 – ¾” high early structural concrete.

The chloride content of any admixture used in the concrete that come in contact with metal shall not exceed 0.5 percent by weight of the admixture when tested according to ODOT TM 505.

**00755.13 Concrete Mix Design** – After the first paragraph add the following:

Submit a high early structural concrete mix design at least 10 days before the preconstruction conference.

**00755.26 Concrete Drills** – Add the following bullets:

- Drill holes to a depth of not less than 10 inches.
- Adjust the location of the holes to avoid damaging the existing rebar.

**00755.41 Preparation of Base** – Replace this subsection, except for the subsection number and title, with the following:

Before pouring the floor, bring the base on which the concrete is to be constructed, repair any minor damage to the aggregate base, compact until firm and unyielding. Acceptance will be visual inspection by the Engineer.

**00755.42(b) Deformed Bar Reinforcement (Rebar)** – Add the end of the paragraph add the following:

Install rebar and anchor rods according to the standard detail.

Coat each anchor road with an epoxy bonding agent meeting the requirement of 002070.10.

**00755.43(b) Deformed Bar Reinforcement** – At the end of the first paragraph add the following sentence”

Furnish Grade 60 rebar that meets the requirements of 02510.

**00755.80 Measurement** – Replace this subsection, except for the subsection number and title, with the following:

The quantities of concrete will be measured on the area basis. The area will be determined by measuring the width and length of each constructed section of concrete.

- The estimated quantity of continuous Reinforced Concrete is 6,425 square feet.

No measurement of quantities will be made for deformed reinforcement and anchor rods.

The estimated quantity of #4 rebar bar reinforcement is:

- 9,340 pounds

**00755.90 Payment** – Add the following pay item to the pay item list:

(h) Continuously Reinforced Concrete.....Square Foot

Add the following paragraphs to the end of this subsection:

Item (h) includes high early structural concrete, rebar, anchor rods, and for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

**00755.93 Price Adjustment for Variation of Thickness** – Delete this subsection.

## **SECTION 02001 - CONCRETE**

Comply with Section 02001 of the Standard Specifications.

## **SECTION 02510 – REINFORCEMENT**

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.11(d) Epoxy Coating Repair** - Delete this subsection.

Replace section 02510.60 with the following:

**02510.60 Ties and Supports** - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

**(a) Coated Reinforcement Ties and Supports** – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

**(b) Uncoated Reinforcement Ties and Supports** - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

## **SECTION 02050 – CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications.

**SECTION 02690 – PCC AGGREGATES**

Comply with Section 02690 of the Standard Specifications.