

# Contract Review Sheet

Public Improvement Agreements

**PW-6423-25**

Title: Shaff Road ADA Improvements

Contractor's Name: Emery & Sons Construction Group, LLC

Department: Public Works Department

Contact: Scott Medvin

Analyst: Kathleen George

Phone #: (503) 588-5036

Term - Date From: Execution

Expires: Project Completion

Original Contract Amount: \$ 155,598.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 155,598.00

Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid

ITB# PW1613-24

Description of Services or Grant Award

Construction of ADA sidewalk ramps, drainage, and striping on Shaff Road SE in Stayton, Oregon.

Marion County solicits for the construction of missing and inadequate sidewalks and ADA ramps annually. Shaff Road in Stayton, Oregon has noncomplaint or missing ramps at Fern, Evergreen and Douglas intersections. This project will construct 11 ramps and close one crossing along the walking route from N.First Ave to Stayton Middle school along Shaff Rd.

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) Ryan Crowther

Code: Y

**REQUIRED APPROVALS**

DocuSigned by:

1/13/2025

Finance - Contracts

Date

Signed by:

1/15/2025

Contract Specialist

Date

Signed by:

1/13/2025

Legal Counsel

Date

DocuSigned by:

1/15/2025

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 1/29/25

Department: Public Works

Title: Shaff Road ADA Improvements

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

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

Requested Action: Approval of Contract PW-6423-24 (ECMS 2025-202) for Shaff Road ADA Improvements project.

Issue, Description & Background: Marion County solicits for the construction of missing and inadequate sidewalks and ADA ramps annually. Shaff Road in Stayton, Oregon has noncomplaint or missing ramps at Fern, Evergreen and Douglas intersections. This project will construct 11 ramps and close one crossing along the walking route from N.First Ave to Stayton Middle school along Shaff Rd. On December 4, 2024, fourteen bids were received and opened ranging from \$155,598 to \$286,650 for this project. A contract in the amount of \$155,598 is being executed with Emery and Sons Construction Group, LLC as the lowest responsible bidder. The bid award was approved on December 16, 2024, and became official at 5:00 pm, December 23, 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-6423-24 and Contract Review Sheet

Presenter: Ryan Crowther, Capital Projects Supervisor

Department Head Signature: Dennis Mansfield Digitally signed by Dennis Mansfield Date: 2025.01.07 08:17:11 -08'00'

CONSTRUCTION CONTRACT PW-6423-25

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "Agency" and, Emery & Sons Construction Group, LLC hereinafter called the "Contractor" for the Project entitled: Shaff Road ADA Improvements.

*WITNESSETH*

Contractor, in consideration of the sum of \$155,598.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, and in accordance with such alterations and modifications of the same as may be made by the County.

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

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

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

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

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

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

- 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.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals below.

**MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: DocuSigned by:  
Brian Melodas  
9793BA7ACD6D443... 1/13/2025  
Department Director or designee Date

Authorized Signature: DocuSigned by:  
Jan Fritz  
DC16351248DE4EC... 1/15/2025  
Chief Administrative Officer Date

Reviewed by Signature: Signed by:  
Scott Norris  
60C98A8F708240B... 1/13/2025  
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:  
  
E4592AF8CAA542C... 1/13/2025  
Marion County Contracts & Procurement Date

**EMERY & SONS CONSTRUCTION GROUP, LLC SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

## 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

Shaff Road ADA Improvements

MARION COUNTY, OREGON

Bid Publication Date: November 8, 2024

Bid Opening: December 4, 2024, 2:00 pm

MARION COUNTY BID #: PW1613-24

OREGONBUYS BID SOLICITATION #: S-C25102-00011872

ECMS NO. 2025 - 202

ACCOUNTING PROJECT NO. 104571

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell Commissioner

Colm Wills Commissioner

Kevin Cameron Commissioner

Brian Nicholas, Director of Public Works



RENEWS: 06-30-2025

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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**TABLE OF CONTENTS**

|  | Page |
|--|------|
| INTRODUCTION.....  | 2    |
| BID SCHEDULE.....  | 5    |
| BID CERTIFICATION.....                                     | 6    |
| EXPERIENCE / REFERENCES.....                               | 10   |
| BID BOND.....  | 13   |
| PERFORMANCE BOND.....                                      | 14   |
| LABOR AND MATERIALS PAYMENT BOND.....                      | 16   |
| DRUG & ALCOHOL TESTING POLICY CERTIFICATION.....           | 18   |
| FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS..... | 19   |
| FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM.....              | 20   |
| SAMPLE CONSTRUCTION CONTRACT.....                          | 22   |
| SPECIAL PROVISIONS.....                                    | 26   |

## INTRODUCTION

### 1.1 Description of Work

Construction of ADA sidewalk ramps, drainage, and striping on Shaff Road SE in Stayton, Oregon as called for in the Specifications and such additional Incidental Work as requested by the Engineer. The estimated cost range is \$200,000 to \$400,000.

### 1.2 Requests for Clarification or Changes

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

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

Submit electronic bids as specified in 00120.45 by 2:00 p.m. on December 4, 2024, 2:00 pm (Bid Closing). Bids shall be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal at:

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

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

### PUBLIC BID OPENING

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

### 1.4 Revision or Withdrawal of Bids

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

### 1.5 Time for Completion of Work

Complete all Work to be done under the Contract no later than June 30, 2025.

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

### 1.6 Funding

This project is Locally/State 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/Documents/2024 MCPW General Conditions.pdf](https://www.co.marion.or.us/PW/Engineering/Documents/2024_MCPW_General_Conditions.pdf).

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

### 1.8 Time Limit of Unsettled Disputes

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

### 1.10 Prevailing Wage Rate Requirements

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

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

### 1.11 Mandatory Submission Forms

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

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

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

- First-Tier Subcontractor Disclosure Form – Attachment E

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

1.12 Bid Evaluation

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

1.13 Time Limit of Unsettled Disputes

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

1.14 Contract Expiration Date

Contract 2025-202 expires on December 31, 2027

**BID SCHEDULE**  
**Marion County Public Works**  
**Shaff Road ADA Improvements**  
 Marion County Bid Solicitation #: PW1613-24  
 OregonBuys Bid Solicitation #: S-C25102-00011872  
 ECMS #: 2025-202

**PROJECT NUMBER 1 - SHAFF ROAD ADA IMPROVEMENTS**

| ITEM #   | DESCRIPTION                     | QTY      | UNITS      | UNIT PRICE  | AMOUNT      |
|----------|---------------------------------|----------|------------|-------------|-------------|
| 1.801    | ACP Material Price Adjustment   | 0.00     | As         | \$1.00      |             |
|          |                                 |          | Authorized |             |             |
| 210.100  | MOBILIZATION                    | 1.00     | LUMP SUM   | \$15,000.00 | \$15,000.00 |
| 225.025  | TEMPORARY PROTECTION AND        | 1.00     | LUMP SUM   | \$10,000.00 | \$10,000.00 |
|          | DIRECTION OF TRAFFIC, COMPLETE  |          |            |             |             |
| 225.450  | PORTABLE CHANGEABLE MESSAGE     | 2.00     | EACH       | \$750.00    | \$1,500.00  |
|          | SIGNS                           |          |            |             |             |
| 225.490  | FLAGGERS                        | 120.00   | HOUR       | \$75.00     | \$9,000.00  |
| 280.100  | EROSION CONTROL                 | 1.00     | LUMP SUM   | \$400.00    | \$400.00    |
| 280.193  | INLET PROTECTION, TYPE 3        | 3.00     | EACH       | \$60.00     | \$180.00    |
| 280.255  | CONCRETE WASHOUT FACILITY       | 1.00     | EACH       | \$400.00    | \$400.00    |
| 290.100  | POLLUTION CONTROL PLAN          | 1.00     | LUMP SUM   | \$300.00    | \$300.00    |
| 310.100  | REMOVAL OF STRUCTURES AND       | 1.00     | LUMP SUM   | \$15,000.00 | \$15,000.00 |
|          | OBSTRUCTIONS                    |          |            |             |             |
| 310.560  | ASPAHLT PAVEMENT SAW CUTTING    | 360.00   | FOOT       | \$3.00      | \$1,080.00  |
| 320.100  | CLEARING AND GRUBBING           | 1.00     | LUMP SUM   | \$550.00    | \$550.00    |
| 490.205  | ADJUSTING CATCH BASINS          | 2.00     | EACH       | \$950.00    | \$1,900.00  |
| 490.298  | ADJUSTING BOXES                 | 3.00     | EACH       | \$350.00    | \$1,050.00  |
| 542.115  | 6 INCH ASPHALT CONCRETE         | 145.00   | SQUARE     | \$30.00     | \$4,350.00  |
|          | PAVEMENT REPAIR                 |          | YARD       |             |             |
| 641.100  | AGGREGATE BASE                  | 100.00   | TON        | \$31.00     | \$3,100.00  |
| 740.100  | COMMERCIAL ASPHALT CONCRETE     | 60.00    | TON        | \$215.00    | \$12,900.00 |
|          | PAVEMENT                        |          |            |             |             |
| 759.100  | CONCRETE CURBS, CURB AND        | 160.00   | FOOT       | \$60.00     | \$9,600.00  |
|          | GUTTER                          |          |            |             |             |
| 759.120  | CONCRETE CURBS, STANDARD CURB   | 245.00   | FOOT       | \$53.00     | \$12,985.00 |
| 759.250  | CONCRETE WALKS                  | 1,900.00 | SQUARE     | \$14.25     | \$27,075.00 |
|          |                                 |          | FOOT       |             |             |
| 759.133  | EXTRA FOR CURB RAMPS            | 11.00    | EACH       | \$1,300.00  | \$14,300.00 |
| 759.431  | TRUNCATED DOMES ON NEW          | 110.00   | SQUARE     | \$53.00     | \$5,830.00  |
|          | SURFACES                        |          | FOOT       |             |             |
| 867.302  | PAVEMENT BAR, TYPE B-HS         | 30.00    | SQUARE     | \$32.00     | \$960.00    |
|          |                                 |          | FOOT       |             |             |
| 905.150  | REMOVE AND REINSTALL EXISTING   | 1.00     | LUMP SUM   | \$550.00    | \$550.00    |
|          | SIGNS                           |          |            |             |             |
| 910.100  | WOOD SIGN POSTS                 | 24.00    | FOOT       | \$22.00     | \$528.00    |
|          |                                 |          | BOARD      |             |             |
| 940.620  | SIGNS, STANDARD SHEETING, SHEET | 20.00    | SQUARE     | \$43.00     | \$860.00    |
|          | ALUMINUM                        |          | FOOT       |             |             |
| 1030.700 | RESTORE EXISTING LANDSCAPE      | 1.00     | LUMP SUM   | \$2,200.00  | \$2,200.00  |
| 1040.090 | ROOT BARRIER                    | 85.00    | FOOT       | \$20.00     | \$1,700.00  |
| 1070.200 | MULTIPLE MAILBOX SUPPORTS       | 1.00     | EACH       | \$550.00    | \$550.00    |
| 1070.300 | MAILBOX CONCRETE COLLARS        | 1.00     | EACH       | \$180.00    | \$180.00    |
| 9999.566 | GROUTED DURABLE ROCK            | 10.00    | SQUARE     | \$157.00    | \$1,570.00  |
|          |                                 |          | FOOT       |             |             |

**ECMS 2025-202 - TOTAL EXTENSION**

**\$155,598.00**



## BID CERTIFICATION

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

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

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



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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

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

D. Compliance With Oregon Tax Laws:

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



E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

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

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 150,000,000.00 . The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 100,000,000.00.

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

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

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### 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               | CARA Street Improvements Project Phase 2                        |
| Location (city/state)     | Albany, OR  |
| Owners Name               | City of Albany  |
| Type of Work              | Street improvements including curbs, curb ramps, and sidewalks. |
| % Completed               | 100%  |
| Estimated Completion Date | August 2018   |

|                           |  |
|---------------------------|--|
| Contract #2               | NE Alpine Avenue Improvements                            |
| Location (city/state)     | McMinnville, OR  |
| Owners Name               | City of McMinnville                                      |
| Type of Work              | Concrete Work including curbs, curb ramps, and sidewalks |
| % Completed               | 100%   |
| Estimated Completion Date | April 2018   |

|                           |  |
|---------------------------|--|
| Contract #3               | OR99W @ 2nd Street Signal Replacement                          |
| Location (city/state)     | McMinnville, OR  |
| Owners Name               | City of McMinnville  |
| Type of Work              | Street improvements including curbs, curb ramps, and sidewalks |
| % Completed               | 100%   |
| Estimated Completion Date | November 2017  |

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

**#1 Project Owner Reference**

|                        |  |
|------------------------|--|
| Reference Name         | Larry Sherwood                                 |
| Business or Employer   | City of McMinnville                            |
| Telephone              | (503) 434-7321                                 |
| Project Name/\$ Amount | NE Alpine Avenue Improvements / \$3,593,425.00 |

**#2 Project Owner Reference**

|                        |  |
|------------------------|--|
| Reference Name         | Roy Markee   |
| Business or Employer   | City of McMinnville                                    |
| Telephone              | (503) 434-7321   |
| Project Name/\$ Amount | OR99W @ 2nd Street Signal Replacement / \$1,702,772.00 |

**#1 Subcontractor Reference**

|                        |   |
|------------------------|---|
| Reference Name         | Richard Gibboney                            |
| Business or Employer   | Lazer Site Surveying, LLC                   |
| Telephone              | (503) 581-6362                              |
| Project Name/\$ Amount | NE Alpine Avenue Improvements / \$24,000.00 |

**#2 Subcontractor Reference**

|                        |  |
|------------------------|--|
| Reference Name         | Gerald Sheffield   |
| Business or Employer   | Benton Electric  |
| Telephone              | (541) 967-1244   |
| Project Name/\$ Amount | CARA Street Improvements Project, Phase 2 / \$1,324,456.00 |



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

Company: Emery & Sons Construction Group, LLC  
(Print or Type)

Address: P.O. Box 13069  
(Print or Type)

City, State Zip Salem, OR 97309  
(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:

Dan Vannoy, Member/Manager  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 4<sup>th</sup> day of December, 2024.

Construction Contractor's  
Board Registration Number  
221536

Emery & Sons Construction Group, LLC  
Firm Name

*Vince Makinson*  
Signature of Bidder

Vince Makinson  
Name Print or Type

Principal  
Title Print or Type

Telephone No. (503) 588-7576

Email Address: Aaron.Slowik@emeryandsons.com

Tax ID # 83-0966301

Business Organization: (Check one)

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

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BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Emery & Sons Construction Group, LLC  
Travelers Casulaty and Surety  
Company of America, hereinafter called the Principal, and Company of America, a Corporation organized and existing under and by virtue of the laws of the state Connecticut 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 Total Amount Bid Dollars (\$10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Shaff Road ADA Improvements 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 27th day of November, 2024.

Emery & Sons Construction Group, LLC  
Principal

By: *David McKenson*

Travelers Casulaty and Surety Company of America  
Surety

By: *Tracy Stewart*  
Attorney-in-Fact Tracy Stewart



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





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tracy Stewart** of **SALEM, Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

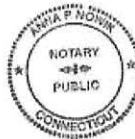
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **27th** day of **November**, **2024**



Kevin E. Hughes, Assistant Secretary

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



Bond No. 108160767

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Emery & Sons Construction Group, LLC as PRINCIPAL (hereinafter called CONTRACTOR), and \* \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of Connecticut 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 \*\* \_\_\_\_\_ Dollars (\$155,589.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated December 31 \_\_\_\_\_, 20 24, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Shaff Road ADA Improvements - Marion County Procurement Portal Solicitation No. PW1613-24

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 Shaff Road ADA Improvements 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.

\* Travelers Casualty and Surety Company of America

\*\*One Hundred Fifty Five Thousand Five Hundred Eighty Nine Dollars & 00/00

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of  
December 2024.

Travelers Casualty and Surety Company of America

Emery & Sons Construction Group, LLC

SURETY

CONTRACTOR

By: Tracy Stewart

By: Vince Makinson

Title: Tracy Stewart, Attorney-in-Fact

Title: Principal

1605 Liberty Street SE

PO Box 13069

Street Address

Street Address

Salem, OR 97302

Salem, OR 97309

City State ZIP

City State ZIP


(503) 362-2711

(503) 588-7576

Phone Number

Phone Number



|   |  |
|---|--|
|  | <b>Travelers Casualty and Surety Company of America</b><br><b>Travelers Casualty and Surety Company</b><br><b>St. Paul Fire and Marine Insurance Company</b> |
|---|--|

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tracy Stewart** of **SALEM, Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



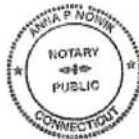
State of Connecticut  
 City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **26th** day of **December**, **2024**



  
 Kevin E. Hughes, Assistant Secretary

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



Bond No. 108160767

**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 Emery & Sons Construction Group, LLC as PRINCIPAL and Travelers Casualty and Surety Company of America a corporation organized and existing under and by virtue of the laws of the state of Connecticut, 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 One Hundred Fifty Five Thousand Five Hundred Eighty Nine Dollars & 00/00 Dollars (\$ 155,589.00 ) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated December 23, 2024, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Shaff Road ADA Improvements - Marion County Procurement Portal Solicitation No. PW1613-24

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or ultimate repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, whichever is later, subject, however, to the following conditions:

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

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

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not

exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of December, 2024.

Travelers Casualty and Surety Company of America  
SURETY

Emery & Sons Construction Group, LLC  
CONTRACTOR

By: Tracy Stewart

By: Vince Robinson

Title: Tracy Stewart, Attorney-in-Fact

Title: Principal

1605 Liberty Street SE  
Street Address

P.O. Box 13069  
Street Address

Salem, OR 97302  
City, State Zip

Salem, OR 97309

(503) 362-2711  
Phone Number

(503) 588-7576  
Phone Number



|   |  |
|---|--|
|  | <b>Travelers Casualty and Surety Company of America</b><br><b>Travelers Casualty and Surety Company</b><br><b>St. Paul Fire and Marine Insurance Company</b> |
|---|--|

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tracy Stewart** of **SALEM, Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **26th** day of **December**, **2024**



  
 Kevin E. Hughes, Assistant Secretary

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

### DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

  X   Yes                                 No


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

Please print or type:

Company Name Emery & Sons Construction Group, LLC

Name/Title Vince Makinson, Principal

Address P.O. Box 13069, Salem, OR 97309

Signature   
(Vince Makinson)  
Date December 4, 2024

## CONSENT RESOLUTION

### EMERY & SONS CONSTRUCTION GROUP, LLC

WHEREAS, the undersigned is the sole Member of *Emery & Sons Construction Group, LLC*, an Oregon limited liability company (the "*Company*"); and

WHEREAS, the undersigned wishes to take the action as hereinafter set forth pursuant to the Operating Agreement dated June 14, 2018; and

WHEREAS, the Company wishes to authorize the following individuals, individually or together, to execute and submit any project or job bids and contracts on behalf of the Company:

1. Vince Makinson;
2. Dan Johnston;
3. Trish Perrin;
4. Daniel Vannoy; or
5. John Moore.

NOW, THEREFORE, the following resolutions are unanimously adopted:

BE IT RESOLVED, that the sole Member of the Company hereby authorizes and approves the following individuals, individually or together, to execute and submit all project or job bids and contracts on behalf of the Company.

1. Vince Makinson;
2. Dan Johnston;
3. Trish Perrin;
4. Daniel Vannoy; or
5. John Moore.

BE IT FURTHER RESOLVED, that Daniel Vannoy, on behalf of the sole Member of the Company, is hereby authorized to execute any other documents which he may determine to be reasonably necessary to effectuate such resolutions.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand effective as of June 26<sup>th</sup>, 2018.

MEMBER:  
EMERY & SONS CONSTRUCTION NORTHWEST, LLC

By:   
Daniel Vannoy, Sole Member



## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

### Instructions for Submitting Form

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

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to Tim Beaver, Procurement Specialist, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802, **NOT LATER THAN** two (2) working hours after the time Bids are due.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

### Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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

### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Shaff Road ADA Improvements

ECMS Contract # 2025-202

Bid Opening Date December 4, 2024

Name of Bidding Contractor Emery & Sons Construction Group, LLC

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

#### FIRST-TIER SUBCONTRACTORS

|                          |               |
|--------------------------|---------------|
| Firm Name<br><u>None</u> | Dollar Amount |
| Category of Work         |               |

|                  |               |
|------------------|---------------|
| Firm Name        | Dollar Amount |
| Category of Work |               |

|                  |               |
|------------------|---------------|
| Firm Name        | Dollar Amount |
| Category of Work |               |

|                  |               |
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| Firm Name        | Dollar Amount |
| Category of Work |               |

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| Firm Name        | Dollar Amount |
| Category of Work |               |

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| Firm Name        | Dollar Amount |
| Category of Work |               |

|                  |               |
|------------------|---------------|
| Firm Name        | Dollar Amount |
| Category of Work |               |

(Attach additional sheets as necessary)

SAMPLE CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and \_\_\_\_\_, hereinafter called the "Contractor" for the Project entitled:

\_\_\_\_\_

WITNESSETH

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

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

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

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

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

a. Compliance with Regulations.

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

b. Nondiscrimination.

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

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

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

d. Information and Reports.

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

e. Sanctions for Noncompliance.

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

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

11. Incorporation of Provisions.

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

12. Independent Contractor.

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

13. Governing Law and Venue.

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



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

MARION COUNTY

CONTRACTOR

Recommended by:

\_\_\_\_\_  
Director of Public Works                      Date

\_\_\_\_\_  
Company

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marion County Contracts                      Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Marion County Legal Counsel                      Date

\_\_\_\_\_  
Title

APPROVED BY:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Commissioner                                      Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Commissioner                                      Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Commissioner                                      Date

\_\_\_\_\_  
FEIN #

## SPECIAL PROVISIONS

### PART 00100 - GENERAL CONDITIONS

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

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

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

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

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

- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- ODOT Construction Section - Qualified Products List (QPL)  
[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.

#### 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** – Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

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

Add the following to the end of the bullet list:

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

Add the following subsection:

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

**Table 00150-1**

| Utility | Contact | Contact Information |
|---------|---------|---------------------|
|         |         |                     |
|         |         |                     |
|         |         |                     |

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the General Conditions.

**SECTION 00165 - QUALITY OF MATERIALS**

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

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

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

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

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



| <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)       |
| Right-of-Way and Access Delays ..... | 00180.65          |
| Closed Lanes .....                   | 00220.40(e)(1)    |
| Special Events .....                 | 00220.40(e)(2)(b) |
| Opening Sections to Traffic .....    | 00744.51          |

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

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

The Contractor shall submit a Type **B** schedule.

Add the following subsection:

**00180.50(h) Contract Time** - The Contractor shall complete all Work to be done under the Contract not later than June 30, 2025.

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

- Reasonably predictable weather conditions; or

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

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

- (1) The amount of \$1,161.56 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.

- (2) The amount of \$100 per 1/4 hour that a traffic lane is closed before or after the hours specified in Section 00220.40(e) unless a time extension is preapproved by the Engineer.

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

### **SECTION 00190 – MEASUREMENT OF PAY QUANTITIES**

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

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

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

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

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

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

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

### **SECTION 00199 – DISAGREEMENT, PROTESTS, AND CLAIMS**

Comply with Section 00199 of the General Conditions.

### **SECTION 00195 - PAYMENT**

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

**Add the following subsection:**

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

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

Comply with Section 00196 of the General Conditions.

## SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications modified as follows:

**00197.20(e) Standby Time** - Replace this subsection, except for the subsection number and title, with the following:

If ordered by the Engineer, standby time will be paid at 50% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

## SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

### SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

## SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings. Modify the "Typical Abrupt Edge Delineation" configuration by replacing the tubular markers with temporary plastic drums on 10 foot maximum spacing along the abrupt edge. Use caution tape between temporary plastic drums to close off the area to pedestrian traffic.

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

One Traffic Lane may be closed on all other adjacent Roadways within the Project Site not listed above, when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Friday, between 8:00 a.m. and 6:00 p.m.

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

The following special events will occur during this Project:

- \_\_\_\_\_ 3<sup>rd</sup> Wednesday of October – Homecoming Parade \_\_\_\_\_

**00220.40(f) No Work Hours** – No work shall be performed between the hours of:

- Daily between 6:00 p.m. and 8:00 a.m.

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

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

**00221.06 Traffic Control Plan** - Replace this subsection with the following subsection:

**00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs** –

**(a) Traffic Control Plan** - Submit one of the following, 5 Calendar Days before the preconstruction conference:

**(1) Agency Traffic Control Plan** - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

**00221.98 Payment, Method “B” – Lump Sum Basis** – Add the following sentence to the end of this section: Portable changeable message boards are excluded from the lump sum basis, they will be paid for separately by “each”.

**SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

**00222.40(e) Temporary Sign Placement** – Add the following to the end of the bullet list

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

**00222.45(b) Portable Changeable Message Signs** - Add the following bullet(s) to the end of this subsection:

- At least fourteen Calendar Days before the beginning construction, place one PCMS at each end of the project, displaying the following message as shown, or as directed:

| <b>Panel 1</b> | <b>Panel 2</b> |
|----------------|----------------|
| SHAFF RD       |                |
| ROAD           | (Start Date)   |
| WORK           | (End Date)     |

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

Comply with Section 00223 of the Standard Specifications.

**SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING**

Comply with Section 00228 of the Standard Specifications.

**SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

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

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

updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit if applicable.

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

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

**00280.62 Inspecting and Monitoring** – Delete the paragraph that begins “Inspect the Project Site...”.

**00280.62(a) Inspection** - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency.

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

The closest on-line rain gauge is located at:  
<https://www.wunderground.com/weather/us/or/stayton/97383>

X

**SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

Bird management will be performed by APHIS. 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.

**SECTION 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications modified as follows:  
**00305.90 Payment** – Replace this subsection except for title and number 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:

**00310.92 Separate Item Basis** - Add the following Pay Item to the Pay Item list:

- (i) Removal of Surfacing for Curb Ramp Construction .....Square Yard

Add the following to the end of this subsection:

Item (i) includes all removal of curb ramp, walk, curb, driveway, pavement, and other Work associated with curb ramp construction, including but not limited to walk and driveway construction between or beyond curb ramps and PCC sawcutting.

Asphalt pavement sawcutting will be paid according to 00310.92 (g)

**SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications modified as follows:

**00320.40(b)(3) Vegetation and Materials to be Saved:** - Replace this section with the following:

The Engineer will identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Protect vegetation and critical root zones of marked trees, as directed. Do not begin construction activity or move Equipment into existing landscaped or vegetated areas or critical root zones without written approval by the engineer. A certified arborist shall be on site when excavating within the critical root zone of marked trees. A minimum of 48 hours notice must be provided to allow for coordination.

Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

**00320.40(c) Tree and Vegetation Trimming** - Replace the bullet that begins “Trim branches obstructing sight...” with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD, or as directed.

#### **SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

#### **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

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

**00730.11 Emulsified Asphalt** – Delete the paragraph that begins with “Obtain sample according to AASHTO R 66 .....”

**00740.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for Emulsified Asphalt cement used as tack coat.

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

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 0.5 Tons of Emulsified Asphalt in tack coat will be required on this Project.

#### **SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)**

Comply with Section 00740 of the Standard Specifications modified as follows:

**00740.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish CACP that is a well-graded, uniform, durable commercial mix. All new Materials, or a combination of new Materials and reclaimed Materials, may be used. Provide a copy of the JMF to the Engineer before paving.

**00740.12 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Use PG 64-22 unless otherwise specified in the Contract Documents or approved. Provide asphalt cement conforming to the requirements of ODOT’s publication *Standard Specifications for Asphalt Materials*. Copies of

the publication are available from the ODOT Pavement Services Engineer. The applicable Specifications are those contained in the current publication on the date the Project is advertised.

**SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR**

Comply with Section 00748 of the Standard Specifications.

**SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications.

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 of the Standard Specifications.

**SECTION 00910 - WOOD SIGN POSTS**

Comply with Section 00910 of the Standard Specifications.

**SECTION 00940 - SIGNS**

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

Add the following subsection:

**00940.12 Sign Coatings -**

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

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

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

**00940.47 Sign Erecting** - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

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

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

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

**SECTION 01030 - SEEDING**

Comply with Section 01030 of the Standard Specifications modified as follows:

**01030.13 Seed** - Replace this subsection, except for the subsection number and title, with the following: Furnish a commercially available sun and shade lawn seed mix.

Add the following subsection:



**01030.43(c) Seed Application Rates** - Apply seed at a rate recommended by the manufacturer's specification.

**01030.80 Measurement** - Add the following to the end of this subsection:  
No separate measurement will be made for the Lump Sum item "Restore Existing Landscaping"

**01030.90 Payment** - Add the following to the end of this subsection:

Add the following pay item to the list of pay items:

(n) Restore Existing Landscaping..... Lump Sum

Item (n) includes labor and materials to restore existing landscaping including commercially available topsoil, bark mulch, sod, seed, plants and all miscellaneous items to complete the work as specified and shown in the plans.

Item (n) includes preparing the seed bed, Soil preparation, seeding, planting, fertilizing, mulching, applying tacking agent, and all establishment Work.

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

No additional payment will be made for seeding Mobilization.

**SECTION 01070 - MAILBOX SUPPORTS**

Comply with Section 01070 of the Standard Specifications.