



Hillcrest Road Pulverizing and CTB 2024

Clatsop County, Oregon

Invitation to Bid

If you want to be included on a plan holders list, please send confirmation of bid download to the following email address: roads@clatsopcounty.gov or by fax to 503-325-9312. Include the project name, your company name, address, contact name, phone number and email address.

Addenda will be published on the County's website at <http://www.clatsopcounty.gov>. Bidder is responsible for checking website for addenda.

Bid Due Date: March 14, 2024

Hillcrest Road Pulverizing and CTB 2024

Table of Contents

<u>Item</u>	<u>Page</u>
Bidding Requirements	3
Invitation to Bid	4
Scope of Work	5
Information for Bidders	8
Bid Forms	12
Bid Proposal Form	13
Addendum Receipt (if any)	14
Bid Schedule	15
First Tier Subcontractor Disclosure Form	16
Instructions for Non-Collusion Affidavit	17
Non-Collusion Affidavit	18
Standard Public Improvement Contract Bid Bond Form	19
Contract Forms	20
Sample Clatsop County Contract for Construction	21
Performance Bond	27
Payment Bond	29
Special Provisions to ODOT Specifications.....	31
Attachments: Vicinity Map	41

Bidding Requirements

Invitation to Bid

Clatsop County is conducting an Invitation to Bid for pulverizing and cement treating the base on Hillcrest Road in Clatsop County, Oregon. The Invitation to Bid available on the County website at http://www.clatsopcounty.gov/rfps_. The ITB can also be viewed at 1100 Olney Ave, Astoria, Or 97103. Sealed bids will be received by the County Engineer, Dean Keranen, at 1100 Olney Ave., Astoria, OR 97103 or via email to roads@clatsopcounty.gov until 2:00 p.m. on March 14, 2024, when they will be opened and publicly read. Any bid received after the time specified will not be considered. Faxed bids will not be accepted. Project is for Public Works subject to ORS 279C.800 to 279C.870. The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids if it is deemed to be in the public interest to do so.

Scope of Work

Background

The Clatsop County Public Works Department is conducting an Invitation to Bid for pulverizing and cement treating the base with 2-5% mixture of Portland Cement, and remixing as per the Specifications on Hillcrest Loop Road in Clatsop County. The portion of Hillcrest Road to be reconstructed lies between Conroy Road at milepost 1.48 and Koppisch Road at milepost 2.52 in Clatsop County as indicated on the attached vicinity map. Existing road is of oil mat construction.

This work consists of in-place reconstruction of a road base utilizing pulverized existing pavement materials and add a 2 - 5% mixture of Portland Cement, and re-mixing according to the specifications below.

The total surface area for the roadways is approximately 13,500 square yards. Roads are 20 to 22 feet in width. Average pulverizing depth is 6" to 8". County Road Foreman will determine pace and schedule of work. Foreman contact information: Brett Brenden, office #503-458-6912, cell #971-704-4784. Water and mixing speed to be directed by the County's Foreman.

Contractor will provide equipment for pulverizing and mixing cement with water injection capabilities, cement spreader truck, water truck and cement. County Road Foreman may cancel for inclement weather. This work to be completed between May 6, 2024 and May 16, 2024.

Contractor shall provide all equipment, materials, labor and incidental work necessary to complete the contract according to the plans, specifications and invitation to bid for the project.

Contractor will comply with all OSHA safety guidelines.

The County reserves the right to waive minor informalities and may reject for good cause any or all quotes if it is deemed to be in the public interest to do so.

Specifications

CEMENT TREATMENT (ROAD-MIXED, FIELD TESTED)

Description: Mix cement, water, and subgrade and/or base in the roadway to a depth as shown on the plans or described in the invitation to bid.

Equipment:

The Contractor shall provide a traveling single or multiple transverse shaft mixer and operator that shall be capable of pulverizing and mixing to a minimum depth of 12 inches in one pass. The cutting and mixing rotor shall be capable of adjustment to conform to the slope of the pavement. Contractor will also supply a minimum of one (1) water truck for adding water to the pulverized cement mixture.

Construction:

Work by Contractor:

The existing road base and pavement materials shall be pulverized to a depth equal to or below the specified depth of the new treated base to a condition such that all existing oil macadam material will pass a 2-inch sieve. Contractor will evenly spread Type I or Type II Portland Cement over the roadway to a percentage of dry weight as shown on the plans. The cement shall be thoroughly mixed with the pulverized roadbed materials to provide a uniform distribution of the cement throughout the mixture. If the contractor does not inject moisture into the mixing chamber of the pulverizer/mixer during the first mixing, the pulverizer/mixer shall then be used to mix water into the mixture of cement and pulverized roadbed materials. The mixing shall be completed in one or more continuous pass(es) of the mixing unit. The mixture of the water, cement and pulverized roadbed materials shall be within the tolerance limits of optimum moisture content and shall be in a condition suitable for immediate compaction without further mixing or grading.

Work by County:

The surface of the pulverized material will be brought to uniform grade and cross section adjusting the grade and crown of the road to utilize all available materials wherever possible. Compaction will be with steel dual-drum or sheep's-foot rollers until no visible deflection is observed. If the grade is not of sufficient height, additional material may be imported and placed by the County or another Contractor. The grade of the material shall be set to allow for placement of the final wearing surface. In those areas that show excessive deflection or exhibit pumping under the wheel loads of the construction equipment, the pulverized material shall be removed and the subgrade shall be over excavated to a firm depth. Backfill the over excavation to the top of the existing subgrade with 1 1/2"- 0 size aggregate compacted in 9-inch maximum loose depth, thickness lifts. Each lift shall be compacted to at least 95 percent of the maximum dry density. After backfilling of the over excavation, the remainder of the depth shall be backfilled with stockpiled pulverized material and brought to a uniform grade and cross section.

The County makes no representation as to the type and size of the material that may be encountered in the existing roadway. The contractor shall satisfy himself as to the type and size of material that will be pulverized.

Contact List

Public Works Director	Terry Hendryx	503-325-8631
Public Works Director	Cell	971-704-4295
County Engineer	Dean Keranen	503-325-8631
Engineering Technician	Ben Brown	503-325-8631
Astoria Dispatch		503-325-2601
MEDIX Ambulance		503-861-5554

Information for Bidders

Hillcrest Road Pulverizing and CTB 2024

Time and Place for Receiving Proposals

Sealed bids will be received at the Clatsop County Public Works Office of Dean Keranen, County Engineer, 1100 Olney Avenue, Astoria, Oregon 97103, until 2:00 p.m. on March 14, 2024 at which time they will be opened and read aloud. Bids shall be submitted in a sealed package or envelope clearly marked, "Bid for Hillcrest Road Pulverizing and CTB 2024" along with the return name and address of the proposer and the due date identified on the outside. Bids may also be emailed to roads@clatsopcounty.gov. See special provisions for information regarding emailed bids.

The County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the County that it is in the public interest to do so in accordance with ORS 279B.100.

Project Schedule

Event	Date/Time and Location
Deadline for requests for interpretations	March 6, 2024 at 4:00 p.m.
Bid Opening	March 14, 2024 at 2:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
First-Tier Subcontractor Disclosure form	March 14, 2024 at 4:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
Preliminary Bid Results	Will be published on County's website at www.clatsopcounty.gov
Notice of Intent to Award issued	Will be published on County's website at least 7 days prior to Award of Contract
Estimated Award of Contract	April 10, 2024
Execution of Contract	Following Award of Contract and contractor submission of required documents as per this Invitation to Bid
Time of (Contract) Completion (unless modified by in accordance with contract provisions)	Work shall be done between May 6, 2024 and May 16, 2024

Addenda

County will not mail notice of Addenda, but will publish notice of any Addenda on County's Web site. Addenda may be downloaded off the Clatsop County web Site at

<http://www.clatsopcounty.gov>. Offerors should frequently check the County's web site until closing; at least once daily the week of closing.

Contract Terms

The successful bidder for a public improvement contract shall promptly execute and deliver to Clatsop County:

- (a) A Performance Bond in an amount equal to the full contract price, conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Performance bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon and payable to Clatsop County.
- (b) A Payment Bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600. Payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon and must be payable to Clatsop County.
- (c) Contractors must have a Public Works Bond in the amount of \$30,000 filed with the Oregon Construction Contractors Board before starting work on a contract or a subcontract for a public works project. A contractor or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000, unless exempted under ORS 279C.836. Form is available online at the Bureau of Labor.
- (d) Clatsop County Contract for Construction to be executed by the successful bidder.
- (e) Certificate of Insurance - Property and General Liability Certificates of Insurance satisfying the requirements as stated herein will be required.
- (f) Certificate of Insurance - Workers Compensation Coverage
Certificate of Insurance satisfying the requirements as stated herein will be required.
- (g) Time for Agency Acceptance – Contractor's offer must be a Firm Offer, valid and binding on the Offeror for not less than 60 days from closing.
- (h) Bidder must promptly execute contract and deliver performance bond, payment bond and proof of insurance, or forfeit the bid security that accompanied the bid.

Bidder acknowledges that he/she is aware of, fully understands and intends to comply with documents and regulations that are hereby made a part of these specifications:

- Prevailing Wage Rates in accordance with ORS 279C.800 to 279C.870.
- Non-discrimination in awarding of subcontracts in accordance with ORS 279A.110.
- ORS 279A.120 regarding local bidder preference.
- Contractor certifies that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board, or for work as a landscape contractor has a current, valid landscape contractors' license issued pursuant to ORS 671.560 by the State Landscape Contractors Board.
- Contractor certifies that they are in compliance with the Oregon tax laws in accordance with ORS 305.385.
- ORS 279C.580 regarding contractor's relations with subcontractors.
- ORS 279C.525 regarding Environment and natural resources regulations.
- ORS 279C.605 regarding notice of claim.
- ORS 279C.510 (1) regarding salvaging and recycling of demolition debris.
- ORS 279C.600 thru ORS 279C.6610 regarding Action on Payment and Public Works Bonds.
- ORS 279C.650 thru ORS 279C.670 regarding Termination of Contract for Public Interest Reasons.
- The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause, including Bidder responsibility under ORS 279C.375(c)(b), any or all bids if it is deemed to be in the public interest to do so.

Liquidated Damages

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate of five hundred dollars (\$500) per day for every day that the project remains uncompleted beyond the period outlined above.

Prevailing Wage Rates

This contract will be subject to Oregon Prevailing Wage Rates. The "Prevailing Wage Rates for Public Works Contracts in Oregon" dated January 1, 2024, and any amendments are hereby included in these specifications by reference. The wage rates can be accessed at www.oregon.gov/boli or by calling the Oregon Bureau of Labor and Industries.

Project Plans

Contractor will complete the project in accordance with this invitation to bid and the plans and specifications within referenced attachments.

Questions and requests for interpretations shall be directed to:

Dean Keranen, PE, County Engineer
1100 Olney Avenue
Astoria, OR 97103
Phone: 503-325-8631
dkeranen@clatsopcounty.gov

Any Bidder that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for interpretation in writing, to the contact point listed above. The deadline for the request for interpretations can be found in the project schedule table. An addendum will be issued if a substantial clarification is in order.

The County shall make interpretations, corrections, or changes of the Invitation to Bid in writing by published addendum only. Interpretations, corrections, or changes in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

Bid forms

Bid Proposal Form

Hillcrest Road Pulverizing and CTB 2024

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the bid documents: "Proposal and Specifications for the Hillcrest Road Pulverizing and CTB 2024", Invitation to Bid, Information for Bidders, Special Provisions, Prevailing Wage Rates, Bid Forms, and Contract, on file in the office of the Public Works Department office at 1100 Olney Avenue, Astoria, Oregon and are hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Bid Documents;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the Bid Documents;

That he will comply with the provisions of ORS 279C.840 regarding prevailing wage rates and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated and will not discriminate against minority, women, or emerging small business enterprises or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontracts;

That he is not in violation of any Oregon Tax Law;

That he is registered with the Construction Contractors Board as required by ORS 701.055.

That he has an employee drug testing program in place in compliance with ORS 279C.505(2).

That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment and to perform the work in full accordance with said Specifications in the quantity(ies) and Price(s) as shown on Schedule of Prices.

Addendum Receipt (if any)

The receipt of the following addenda to Specifications is hereby acknowledged.

ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

The names of the surety by which the Performance Bond covering the Contract, if awarded, will be furnished, and the name, address and phone number of the surety's local agent are as follows:

Name of Surety _____

Name of Agent _____

Address _____

Phone Number _____

Bidder acknowledges that he is aware of the provisions of ORS 279C.375. This law requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in that bidder's home state. In other words, if the low bidder is from a state that grants a 10 percent preference to local bidders, the Oregon agency must add 10 percent to that bidder's bid price when evaluating the bid.

Pursuant to ORS 279A.120 the bidder is directed to complete the following:

- | | YES | NO |
|---|-------|-------|
| 1. Is bidder a resident bidder? | _____ | _____ |
| 2. Has bidder paid Oregon unemployment and income taxes within the last 12 months immediately preceding this bid? | _____ | _____ |
| 3. Does bidder have a business address in Oregon? | _____ | _____ |
| 4. If you are a non-resident bidder: _____ % is the preference granted by your resident state to local bidders. | | |

Bid Schedule

Pulverize & CTB Unit Cost per Square Yard 2% \$ _____
Pulverize & CTB Unit Cost per Square Yard 3% \$ _____
Pulverize & CTB Unit Cost per Square Yard 4% \$ _____
Pulverize & CTB Unit Cost per Square Yard 5% \$ _____
(price to include all costs, including mobilization)

Can you schedule this work between May 6, 2024 and May 16, 2024? Yes _____ No _____
If not, what is your projected schedule?

Date: _____

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Federal Tax I.D. No.: _____

Oregon Contractors Board Registration: _____

First Tier Subcontractor Disclosure Form

For Public Improvements with a contract value of more than \$100,000 (ORS 279C.370)

Project Name: Hillcrest Road Pulverizing and CTB 2024

Closing Date: March 14, 2024 at 2:00 p.m.

Subcontractor Disclosure Deadline: March 14, 2024 at 4:00 p.m.

This form must be submitted at the location specified within two (2) working hours of the advertised bid closing date and time; no later than the **Disclosure Deadline** stated above.

List below the Name, Address, Dollar Value, Construction Contractor Bond (CCB) and category of work of each subcontractor that will be furnishing labor or materials that are required to be disclosed. Enter "none" if there are no subcontractors that need to be disclosed. If needed attach additional sheets.

Name/Address	Dollar Value/CCB#	Category of Work

The above listed first-tier subcontractor(s) are providing labor and/or materials with a Dollar Value equal to or greater than:

1. 5% of the Project Bid, but at least \$15,000; or
2. \$350,000, regardless of the percentage.

Failure to submit this form by the disclosure deadline will result in a bid submitted becoming non-responsive, and such bids shall not be considered for award. Bids that are submitted by bid closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

Form submitted by (Bidder Name): _____

Instructions for Non-Collusion Affidavit

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that is in the public interest to do so. This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF _____)

County of _____)

I state that I am _____ of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) 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 the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm 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 of other noncompetitive bid.

(5) _____, 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 the attached appendix.

I state that _____ understands and acknowledges that the above representatives are material and important, and will be relied on by Clatsop County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clatsop County of the true facts relating to the submission of bids for this contract.

Sworn to and subscribed before me this _____ day of _____, _____

NOTARY PUBLIC FOR OREGON

My Commission Expires:

**CLATSOP COUNTY
STANDARD PUBLIC IMPROVEMENT CONTRACT
Bid Bond**

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clatsop County ("Obligee") the sum of (\$ _____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligees procurement document (No. _____) for the project identified as:

_____ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligees good and sufficient performance and payment bonds required by Obligees, as well as any required proof of insurance, within the time fixed by Obligees, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

Contract Forms

CLATSOP COUNTY, OREGON
1100 Olney Avenue
Astoria, Oregon 97103
An Equal Opportunity Employer

Clatsop County Contract for Construction

This Contract is by and between **Clatsop County (County)** and _____ (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now Therefore**, in consideration of the sum not to exceed \$_____ to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and _____, 2023, inclusive, the following specific construction services:

- A. Provide all materials, Labor, equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project.
- B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract. ORS 279C.505(1)(a)
- b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract. ORS 279C.505(1)(b).
- c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c)

- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- e. Demonstrate that an employee drug-testing program is in place. ORS 279C.505(1)(d).
- f. Salvage or recycle construction and demolition debris if feasible and cost-effective. ORS 279C.510(1).
- g. Promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515(1).
- h. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. Make payment to any person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).

- k. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100. The employee shall be paid at least time and a half pay as provided for in ORS 279C.520.
- l. Pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- m. If Contractor is a subject employer, Contractor will comply with ORS 656.017. ORS 279C.530(2).
- n. Comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. Comply with ORS 279C.550 thru 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.
- p. Comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.
- q. Contractor shall include in each subcontract for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and an interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. Comply with ORS 279C.605 regarding Notice of Claim.

- s. Comply with Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870.
- t. Pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).
- u. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee is paid by Clatsop county.
- v. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).
- w. Certify that all subcontractors performing work described in ORS 701.005(2) 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 the contract.
- x. Environmental and natural resources regulations. ORS 279C.525.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. 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, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that Contract will continue to comply with the tax laws of this state and any applicable

political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws described in ORS 305.380(4).

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ *(Approved by County Counsel)*

(Contractor's Initials)

(Comments)

All terms on the previous pages of this document are hereby made a part of this Agreement. This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:

FOR CONTRACTOR:

Signature

Date

Signature

Date

Title

Title

Contractor Address:

Performance Bond

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2) *	Bond Amount No. 2: *	\$ _____
* If using multiple sureties	Total Penal Sum of Bond:	\$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay +unto Clatsop County the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Clatsop County, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clatsop County, its Commissioners and Clatsop County (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED
BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

Clatsop County
Standard Public Improvement Contract
Payment Bond

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* If using multiple sureties	Total Penal Sum of Bond:	\$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clatsop County the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Clatsop County, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clatsop County, its Commissioners, and Clatsop County (name of any other Owner agency), and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or

its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clatsop County, or the above-referenced agency(ies), be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City

State

Zip

Phone

Fax

Special Provisions Part 00100

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2023 (STANDARD SPECIFICATIONS) OREGON DEPARTMENT OF TRANSPORTATION MODIFIED AS FOLLOWS

Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.00 Organization of Specifications - Add the following to the end of this subsection:

Certain Sections contain statements under payment subsections to the effect that payment will be made at the contract amounts for the following items. It is intended that payment will be made only for those items listed in the Bid Schedule for a particular project.

00110.20 Definitions -

Add: Commission - "Clatsop County Board of Commissioners"

Add: Commission Services Office - Clatsop County Public Works Department.

Add: County - Clatsop County, including employees of the County authorized to administer this contract.

Add: Department - Clatsop County Public Works Department.

Engineer - Delete definition and replace with "Clatsop County Engineer and its authorized representatives, acting either directly or indirectly as authorized agents of the County".

Add: Proposal Booklet - Bid forms section of the "Proposal and Special Provisions" document prepared by the County, which includes required information regarding proposals. A separate booklet is not prepared for proposals.

Section 00120 - Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete this subsection.

00120.01 General Bidding Requirements – Delete this subsection and replace with the following:

Bidders may obtain Bids by paper and/or through the internet (electronic) or both. Bids must be submitted with paper only.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Delete this subsection and add the following:

Upon request, the Clatsop County Public Works Department will provide prospective bidders with a viewing copy of the "Proposal and Special Provisions" and plans for the advertised project. Proposal booklets may be purchased at the department office. The Oregon Standard Specifications For Construction – 2021 (also a part of these specifications by reference) may be reviewed in the office of the Public Works Department and may be purchased at the Oregon State Department of Transportation Procurement Office in Salem.

00120.10 Bid Booklet - Delete this subsection.

00120.40 Preparation of Bids - Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.40(a) General - Delete this subsection and substitute the following:

Do not alter the bid documents except to complete the certification and statements as required and to insert the bid bond. When the bidder's authorized representative has signed the proposal, the bidder agrees to all certifications and statements contained within the contract documents. Entries in the proposal shall be in ink or typed. Signatures shall be in ink.

When the proposal is submitted, all documents in the proposal section, including a bid bond, shall be properly completed and bound together.

Electronic bids will be accepted via email to the email address specified. Bids sent to other email addresses that are not specified will be considered non-responsive. It is recommended that a follow email is sent to ensure that the bid was received.

00120.40(c)(2) – Delete this subsection

00120.40(f) - Delete this subsection and substitute ORS 279C.370.

00120.45 Submittal of Bids – Delete and replace subsections with the following:

(a) Paper Bids – Paper bids may be submitted by mail, parcel delivery service to the offices and addresses, and at the times given in the Proposal Booklet. Submit paper bids in a sealed envelope provided by the bidder.

Paper bids submitted after the Bid closing time will not be opened and will be returned to the bidder.

(b) Electronic Bids – Electronic bids will be accepted via email but only to the email address specified in the information to bidders. Bids that are submitted to an incorrect email address will be considered non-responsive. Electronic bids that are sent prior to the deadline but arrive at the specified email address after the deadline will be considered non-responsive regardless of server delays or other technical issues that may cause it to be late.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete this subsection and substitute:

A bidder may withdraw a proposal after it has been delivered to the County, if the bidder (or his agent) makes the request in person to the County office designated to open the bids before the time set for opening.

00120.70 Rejection of Nonresponsive Bids - Delete this subsection and substitute ORS 279C.395.

00120.90 Disqualification of Bidders - Delete "Not been prequalified as required by 00120.00."

Section 00130 - Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - In the third paragraph change 30 calendar days to 60 calendar days.

00130.10 Award of Contract – Delete the second sentence in the third paragraph and in the last paragraph change 30 calendar days to 60 calendar days.

00130.15 Right to Protest Award – Delete this subsection and substitute ORS 279C.460.

00130.40(a) Performance and Payment Bonds - Delete this subsection and substitute ORS 279C.380.

00130.40(c) Workers' Compensation - Delete this subsection and substitute the following:

Provide County with a Certificate of Insurance confirming coverage as required by 00170.61(a) and 00170.70(c).

00130.50(a) By the Bidder - In the first paragraph, delete " ODOT Procurement Office - Construction Contracts Unit" and substitute "the place designated for receipt of bids".

00130.50(b) By the Agency - Delete "7 Calendar Days" and replace with "21 Calendar Days" and delete "legal sufficiency approval from the Attorney General" and substitute "Clatsop County Board of Commissioners".

00130.70 Release of Bid Guaranties – Delete this subsection and substitute ORS 279C.385(3).

00130.90 Notice to Proceed - Delete this subsection.

Section 00150 - Control of Work

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.15(c) Contractor Responsibilities - Add the following:

Preserve all survey monuments in their original position and condition as directed by the Engineer or as indicated on the plans.

00150.50 Cooperation with Utilities - Add the following:

The following organizations may be adjusting utilities within the limits of this project during the life of this contract with relocation work estimated to be completed by the following dates:

Utility	Estimated Completion Date (Time):
---------	-----------------------------------

—

00150.50(c) Contractor Responsibilities - Add the following:

The Contractor shall comply with ORS 757.542 to 757.557, Utility Regulation.

00150.95 Final Acceptance - Add the following:

The Contractor shall be required to remedy or correct any defects in the completed construction that has been a part of this contract that may appear within two (2) years from the date of completion of the project. The Contractor's acceptance of the

supplemented final payment shall in no way relieve him of the responsibility of faulty workmanship furnished by him. The County shall with a reasonable promptness give notice to the Contractor of defects noted. The Public Works Director shall decide all questions arising thereto subject to arbitration.

Section 00160 - Source of Materials

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.40 Division-furnished Sources -

No Division-Furnished sources are being offered for use on this project. All material sources shall be provided by the Contractor.

Section 00165 - Quality of Materials

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

00165.03 Testing by Agency – Delete this subsection and add: Any check-tests or review tests to be performed by the Agency will be sent to a certified testing firm of their choice. The results of the tests will be made available to the contractor.

00165.40 Statistical Analysis - Delete this subsection.

00165.50 Statistical Acceptance Sampling and Testing - Delete this subsection.

00165.70(c) Contractor Request for Testing Assistance - Delete this subsection.

Section 00170 - Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses and Taxes - Add the following:

Contractor will be working as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Contractor will be responsible to provide for their employees and agents any benefits as a result of payments pursuant to this agreement for Federal Social Security, Unemployment Insurance or Public Employee's Retirement System Benefits.

00170.61(a) Workers' Compensation - Add the following:

The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Worker's Compensation Law (ORS Chapter 656) and is solely liable for any worker's compensation coverage under this Contract. Contractor agrees that Contractor and other persons retained by Contractor to perform work under this Contract shall be insured according to ORS 656.407 prior to commencement of work under this contract, and that Contractor and such persons shall remain so insured during the term of this Contract. The Contractor shall also comply with the Unemployment Compensation Act of the State of Oregon. The Contractor shall provide the County, before commencing work, a certificate of insurance showing protection for its workers under the Workers' Compensation Act and registration with the State Unemployment Compensation Commission.

Section 00180 - Prosecution and Progress

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.20 Subcontracting Limitations - There are no special items applicable to this contract.

00180.20(c) Rental of Operated Equipment - Delete this subsection.

00180.21 Subcontracting: (a) General - Delete the first 3 paragraphs and add the following:

Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the contract, either in whole or in part, without the Agency's prior written consent. Unless otherwise agreed by the Agency in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Agency consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation has occurred unless the Agency otherwise agrees in writing.

00180.41 Project Work Schedules – The Contractor shall submit a project schedule to the County.

The project schedules shall take into account the orderly, timely, and efficient prosecution of the work. The project schedules shall indicate the Contractor's plan of prosecution of the work in sufficient detail to enable both the Contractor and the County to plan, coordinate, appraise, document, and control their respective contract responsibilities.

When completed, the Contractor's approved project schedule shall represent the Contractor's own plans for the project. It shall be the Contractor's responsibility to ensure that all of the work is described in the project schedule and that it represents the sequence and time planned for the work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the contract. Slack or float time as expressed in the project schedule does not exist for the exclusive use of either party to the contract and belongs to the project.

Project reporting - The Contractor shall review the project schedule and progress with the Engineer periodically. Upon the request of the Engineer or when the Contractor's approved project schedule no longer represents the contractor's own plans or expected time for the work, the project schedule shall be updated and a joint progress meeting shall be held between the Engineer and the Contractor. At this meeting, project events and changes will be reviewed for their effect on the Contractor's approved project schedule. After any necessary action has been agreed upon, the required changes will be made to the project schedule.

Project schedule costs - There will be no separate payment for developing, furnishing, monitoring, or updating the project schedules as payment therefore will be included in payment for one or another of the listed bid items.

The Contractor's failure to provide the schedules, schedule information, progress reports, or schedule updates at the times required herein shall cause progress payments under this contract to be suspended until the required data is provided to the Engineer unless the Engineer waives the provisions of this subsection in writing.

00180.50 Contract Time to Complete Work – The time allowed to complete the contract is stipulated in the Solicitation Documents.

00180.85 Failure to Complete on Time; Liquidated Damages - The following liquidated damages apply for failure to complete the work on time:

The per diem amount of liquidated damages which will apply to this contract for failure to complete the work on time is \$500 per calendar day.

Section 00199 - Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications, supplemented and/or modified as follows:

00199.20(b) Written Notice – Substitute “in writing” for “on form 734-2887”

00199.40(b) Step 1: Region Level Review - substitute Public Works Director for Region-level reviewer.

00199.40(c) Step 2: Agency Level Review - substitute Public Works Director for Contract Administration Engineer.

At the request of the Contractor, the Public Works Director shall, upon presentation to him, make prompt decisions in writing on all claims of the County or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

00199.40(d) Step 3 Arbitration; Claims Review Board - Delete this subsection and substitute the following:

Demand for Arbitration: Any dispute or any decision of the Public Works Director which is subject to arbitration shall be submitted to arbitration upon the demand of either party to the dispute.

The Contractor shall not cause a delay of the work due to the pendency of arbitration proceedings, except with the written permission of the Public Works Director, and then only until the arbitrators have had an opportunity to determine whether or not the work shall continue until deciding upon the matters in dispute.

The demand for arbitration shall be delivered in writing to the Public Works Director and the adverse party, either personally or by registered mail to the last known address of each, within ten (10) days of the receipt of the Public Works Director decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If the Public Works Director fails to make a decision within a reasonable time, a demand for arbitration may be made as if his decision has been rendered against the demanding party.

Arbitrators: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the County, or the Contractor, or the Public Works Director, or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator, otherwise there shall be three, one named in writing, by each party to this Contract, to the other party and the third chose by those two arbitrators, or if they should fail to select a third within fifteen (15) days, then he shall be appointed by the presiding officer, if a disinterested party, of the Bar association nearest to the location of the work. Should the party demanding arbitration fail to name an arbitrator within ten (10) days of his demand, his right to arbitration shall lapse. Should the other party fail to name an arbitrator within said ten (10) days, then said *presiding officer shall appoint such arbitrator within ten (10) days, and upon his failure to do so then such arbitrator shall be appointed on the petition of the party demanding arbitration by a judge of the State Court in the District where such arbitration is to be held.

The said *presiding officer shall have the power to declare the position of any arbitrator vacant by reason of refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) days after the same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter must be re-heard unless a re-hearing is waived in the submission (the statement of the matters in dispute between the parties to be passed upon by the arbitrator) or by the written consent of the parties.

If there be one arbitrator his decision shall be binding; if three, the decision of any two shall be binding in respect to both matters submitted and to the procedure followed during the arbitration.

Such decision shall be a condition precedent to any right of legal action.

Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Public Works Director, either personally or by registered mail to the last known address of each of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of law and fact relating to both the subject matter of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person as each select, subject to the disciplinary power of the arbitrators if such representation shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Public Works Director shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands the arbitrators may render their decision without the evidence which might have been elicited there from, and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing dully acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before hearing testimony, shall be sworn by an officer authorized by law to administer an oath, Faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition, to each of the parties to the controversy and to the Public Works Director. Judgment may be rendered upon the award by the Federal Court or the highest State Court having jurisdiction to render same.

The award of the arbitrators shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this section otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Public Works Director shall not be deemed a party of the dispute. He is given the right to appear before the arbitrators to explain the basis of his decision and give such evidence as they may require.



1/30/2024 1:47 PM



Clatsop County

0.4

mi



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.