



Clatsop County

PUBLIC WORKS
1100 Olney Avenue
Astoria, Oregon 97103

Phone: (503) 325-8631
Fax: (503) 325-9312
www.clatsopcounty.gov

Invitation to Bid

HMAC Paving Project- 2024

Clatsop County, Oregon

If you want to be included on a bid 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, phone number, email address and contact name.

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

Table of Contents

HMAC Paving Project- 2024

SUBJECT	PAGE
Bidding Requirements	3
Invitation to Bid	4
Scope of Work	5
Information for Bidders	6
Bid Forms	10
Bid Proposal Form	11
Bid Schedule	13
First-Tier Subcontractor Disclosure Form	15
Instructions for Non-Collusion Affidavit	16
Non-Collusion Affidavit	17
Bid Bond Form Example	18
Contract Forms	19
Contract Form	20
Performance Bond Form Example	26
Payment Bond Form Example	28
General Specifications and Special Provisions	30
Project Maps - (2 pages)	43

**Prevailing Wage Rates can be accessed by calling the Oregon Bureau of Labor & Industries or online at http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.
Prevailing Wage Rates January 2024.**

Bidding Requirements

Invitation to Bid

Clatsop County Public Works intends to contract for approximately 1 mile of overlay on Old Hwy. 30 Svensen between Conroy Road and Koppisch Road and approximately 5 cutouts to be repaved and 14 driveways to a depth of 10 feet. Paving also includes approximately 300 feet of paving on Old Hwy. 30 behind the Logger restaurant and approximately 1,200 feet between Old Market Road and Hwy. 30. Plans and specs available on County website at <http://www.clatsopcounty.gov>, see Jobs & Bids/RFPs. A copy is available for review at 1100 Olney Ave, Astoria, Or 97103, (503) 325-8631. Contractor shall furnish all labor, materials and equipment. Sealed bids will be received by Dean Keranen, County Engineer at 1100 Olney Ave, Astoria, OR 97103 until 2:00 p.m. on May 1, 2024, when they will be opened and publicly read. Any bid received after the time specified will not be considered. Faxed or emailed bids will not be accepted. Bid bond equal to ten percent (10%) of the total bid is required. 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

The work to be completed under this contract consists of the following:

1. All traffic control and protection and direction of traffic necessary for safety of motorists as required by the Oregon Manual on Uniform Traffic Control Devices.
2. Provide all equipment, material and labor to pave the roadway as specified in the Special Provisions.
3. **OLD HWY. 30 SVENSEN (CONROY ROAD TO KOPPISCH ROAD)**
 - a. Pave approximately 150 feet with ODOT Level 2 – ½” ACP to a depth of 4”, in 5 cut-outs as directed and as depicted on page 46.
 - b. Cold plane for a tapered 2” butt joint at the point of beginning at the Conroy-Old Hwy. 30 intersection and at the end point of the Old Hwy 30 Svensen – Koppisch Road intersection. Overlay between the two tapered sections approximately one-mile to a depth of 2”
 - c. Pave 14 driveway approaches to match the new roadway asphalt elevation. Pave existing aggregate approaches as directed. Average paving depth of existing aggregate approaches is 10’; width as directed.
 - d. Approximate AC quantity equals 2,130 tons.
 - e. Paving schedule shall be coordinated with the County.
4. **ALLEN ROAD**
 - a. Overlay all of Allen Road, approximately 760 feet with ODOT Level 2 – ½” ACP to a depth of 2” as depicted on Page 46.
 - b. Approximate AC quantity equals 300 tons.
 - c. Paving schedule shall be coordinated with the County.
5. **OLD HWY 30 KNAPPA (MP 1.79 TO HWY 30)**
 - a. Pave approximately 300 feet x 15’ wide with ODOT Level 2 – ½” ACP to a depth of 3” behind Logger Restaurant (Old Hwy 30). Approximate AC quantity equals 97 tons. County is reconstructing road.
 - b. Overlay approximately 980 feet with ODOT Level 2 – ½” ACP to a depth of 2”, from Old Market Road to Allen Road. Pave 3 commercial approaches, average paving depth of existing aggregate approaches is 10’; width as directed. Approximate AC quantity equals 405 tons. Cold plane for a tapered 2” butt joint at the point of beginning at the Old Market Road-Old Hwy. 30 Knappa intersection.
 - c. Pave approximately 220 feet with ODOT Level 2 – ½” ACP to a depth of 6”, near the intersection of Allen Road to Hwy 30-Old Hwy 30. intersection. County is reconstructing road. Since this is the main intersection, consideration will be given if paving at night is preferred. Approximate AC quantity equals 330 tons.
 - d. Paving schedule shall be coordinated with the County.

Information for Bidders

Project Name: HMAC Paving Project- 2024

Time of Project Completion

- Complete all project work between July 1, 2024 and September 27, 2024.
- Work of the contract shall continue without delay or interruption once it is begun, unless otherwise specified.

Time and Place for Receiving Proposals

Sealed proposals for the work described above will be received at the office of Dean Keranen, County Engineer at:

**1100 OLNEY AVENUE
ASTORIA, OREGON 97103
UNTIL 2:00 P.M. ON MAY 1, 2024,**
when they will be opened and publicly read.

Bidders Checklist

The bidder's attention is especially called to the following forms, which must be executed in full before the bid is submitted:

(a) Bid Proposal Forms

Proposal sheets are to be filled in, either typed or in ink, and signed by the bidder.

Bid Schedule

The unit price (if any) must be shown in the space provided. The unit price shall be used as the determining factor in case of error in price extension.

- (b) First-Tier Subcontractor Disclosure** submitted within two hours of bid deadline. A First Tier Subcontractor Disclosure Form is required for public improvements with an estimated value of more than \$100,000.

- (c) Non-Collusion Affidavit** is to be completed.

(d) Bid Bond

A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check of bidder for 10% of the amount bid shall be attached to all bids as bid security.

- (e)** The Bid Forms must be returned on or before the date specified

- (f)** 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.

EVENT	DATE/TIME & LOCATION
Bid Opening	May 1, 2024 at 2:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
First-Tier Subcontractor Disclosure form	May 1, 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 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	May 22, 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)	September 27, 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 County's web Site at <http://www.clatsopcounty.gov>. Offerors should frequently check the County's web site until closing; at last 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:

The “Prevailing Wage Rates for Public Works Contracts in Oregon” dated January, 2024, and any amendments are hereby included in these specifications by reference. The wage rates can be accessed at http://www.oregon.gov/boli/WHDPWR/Pages/pwr_state.aspx.

Project Plans:

Contractor will complete the project in accordance with the specifications herein, including:

- Maps in this bid packet.

Questions regarding Bid Documents should be directed to: Terry Hendryx or Dean Keranen at Clatsop County Public Works, 1100 Olney Avenue, Astoria, Oregon 97103, Phone: 503-325-8631

Fax: 503-325-9312. Email addresses are dkeranen@clatsopcounty.gov and thendryx@clatsopcounty.gov.

Bid Forms

Bid Proposal Form

HMAC Paving Project- 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 HMAC Paving Project- 2024", Invitation to Bid, Information for Bidders, General Specifications and 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, 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.

Bid Schedule

HMAC PAVING PROJECT - 2024						
No.	LOCATION	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
Mobilization and Traffic Control						
1	-	Mobilization	Lump Sum	All	Lump Sum	\$
2	-	Temporary Protection and Direction of Traffic	Lump Sum	All	Lump Sum	\$
3	-	Cold Planing	Lump Sum	All	Lump Sum	\$
Wearing Surface						
4	-	Asphalt Tack Coat (All)	Ton	10	\$	\$
5	Allen Road	Level 2 – ½” ACP	Ton	300	\$	\$
9	Old Hwy 30 Svensen (Conroy to Koppisch)	Level 2 – ½” ACP	Ton	2130	\$	\$
10		Extra for Asphalt Approaches	Each	14	\$	\$
11		Cut-outs	Each	5	\$	\$
	Old Hwy 30 (Old Market Rd to Allen Rd)	Level 2 – ½” ACP	Ton	405	\$	\$
		Extra for Asphalt Approaches	Each	3	\$	\$
12	Old Hwy 30 (Allen Rd to Hwy 30)	Level 2 – ½” ACP	Ton	330	\$	\$
13	Old Hwy 30 (behind Logger Restaurant)	Level 2 – ½” ACP	Ton	97	\$	\$
		Extra for Asphalt Approaches	Each	1	\$	\$
TOTAL BID AMOUNT						\$

Bidder Name _____ **DATED:** _____

Bid Proposal - 4

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. | | |

Dated: _____

Bidder: _____

Signature: _____

Printed 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: HMAC Paving Project- 2024

Closing Date: May 1, 2024 at 2:00 p.m.

Subcontractor Disclosure Deadline: May 1, 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 Obligee's procurement document 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 Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, 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 _____ BY ATTORNEY-IN-FACT:
Signature

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
September 30, 2024 inclusive, the following specific construction services:

- A. All materials, Labor, equipment and incidentals, and to perform all work shown on the
maps & drawings and described in the specifications for the project “HMAC Paving
Project-2024” and the Bid Proposal.
- 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:*	\$ _____
<i>* If using multiple sureties</i>	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:*	\$ _____
* <i>If using multiple sureties</i>	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

General Specifications & Special Provisions

STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION – 2024 (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 -

Commission - Delete definition and replace with "Clatsop County Board of Commissioners"

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

Add: Notice to Contractors-Advertisement for Bids, or Invitation to Bid.

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

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 substitute 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 the "Proposal and Special Provisions" and plans for the advertised project. The Oregon

Standard Specifications For Construction – 2024 (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 Building Plan Center in Salem.

00120.10 Bid Booklet - Delete this subsection.

00120.25 Subsurface Investigations - 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.

No electronic bids will be accepted.

00120.40(c)(2) – Delete this subsection

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

00120.45 Submittal of Bids –

(a) Paper Bids – Delete and replace subsection with the following:

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 – Delete this subsection

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

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

(a) Paper Bids

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.

(b) Electronic Bids – Delete this subsection

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

00120.90 Disqualification of Bidders - Delete "Not been prequalified as required by 120.00."

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 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 "seven 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(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, its Subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers.

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 – Delete this subsection and substitute the following:

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.

00180.42 Preconstruction Conference – Delete this subsection and add the following:

Prior to the commencement of work a preconstruction conference is required. The conference is to be between the Contractor and the County at a mutually agreed time. This requirement may be waived upon written request to the Engineer.

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 00190 - Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20 (g) Agency-Provided Weigh Technician - Delete this subsection.

Section 00195 - Payment

Comply with Section 00195 of the Standard Specifications, supplemented and/or modified as follows:

00195.10 Payment for changes in Material Cost - Delete this subsection.

00195.50 Progress Payments and Retained Amounts - Delete the first sentence and add the following:

At the end of each month the contractor shall submit to the Engineer, an application for partial payment. The County shall make payments on account of the contract, as provided, within thirty (30) days after receipt of the Engineer's approval of the contractor's application for partial payment.

00195.50 (b) - Delete this subsection and add the following:

The Amount to be retained from the progress payments to protect the County's interests shall be 5 percent of the value of the work accomplished according to 00195.90, unless otherwise specified.

Section 00196 - Payment for Extra Work

Payment for extra work to be as specified in Section 00196 of the Standard Specifications.

Section 00197 - Payment for Extra Work Done on a Force Account Basis

Payment for extra work done on a force account basis will be as specified in Section 00197 of the Standard Specifications.

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.

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.

Section 00221 – Common Provisions for Work Zone Traffic Control

Comply with Section 00221 of the Standard Specifications.

Section 00222 – Temporary Traffic Control Signs

Comply with Section 00222 of the Standard Specifications.

Section 00223 – Work Zone Traffic Control Labor and Vehicles

Comply with Section 00223 of the Standard Specifications.

00223.25 Pilot Cars – Delete this subsection and substitute the following:

No separate measurement or payment will be made for pilot cars.

Section 00224 – Temporary Traffic Channelizing Devices

Delete this section.

Section 00225 – Temporary Pavement Marking

Provide work zone traffic control measures conforming to Section 00225 of the Standard Specifications, supplemented and/or modified as follows:

00225.11 Temporary Tape – Delete existing and substitute the following:

Use new construction grade with metallic backing reflective pavement marking tape of Flex-o-line quality and reflectivity available from Traffic Safety Supply in Portland. One such marker shall consist of a section of tape 4" by 6" in length.

00225.12 Painted Striping - Delete this subsection.

00225.14 Temporary Transverse Rumble Strips – Delete this subsection.

00225.20 General – Delete this subsection.

00225.40 Temporary Pavement Markers – Delete this subsection and substitute the following:

Wearing Course - Install a single flexible reflective pavement marker on centerline, spaced at 50 feet on tangents and 25 feet on curves. Use yellow markers with two reflective faces for road centerline. Pavement Marking Tape can be substituted upon approval of the Engineer.

00225.41 Temporary Tape(a) Base Courses – Delete existing subsection and substitute the following:

Place a 4" by 6" long strip of reflective pavement marking tape on centerline, spaced at 50 feet on tangents and 25 feet on curves on any asphalt cement left overnight prior to laying the wearing course.

00225.42 Temporary Pavement Markings – Delete this subsection.

00225.43 Pavement Legends and Bars - Delete this subsection.

00225.45 Pavement Marking Removal– Delete this subsection.

00225.60 Temporary Traffic Pavement Markings– Delete this subsection.

00225.64 Temporary Traverse Rumble Strips– Delete this subsection.

00225.80 Measurement – Delete this subsection.

00225.90 Payment – Delete this subsection. See subsection 00225.91.

Section 00290 – Environmental Protection

Perform environmental protection conforming to Section 00290 of the Standard Specifications, supplemented and/or modified as follows:

00290.30(b) Pollution Control Plan – Delete “ODOT form 734-2445”.

Section 00640 – Aggregate Base and Shoulders

Perform aggregate base and shoulders conforming to Section 00640 of the Standard Specifications, supplemented and/or modified as follows:

00640.10 Material – Delete the first sentence and substitute with the following:

Furnish aggregates of either 4"-0, 1 ½"-0 or ¾"-0 designated by the plans, Special Provisions, or as directed.

Section 00730 – Emulsified Asphalt Tack Coat

Furnish and place asphalt tack coat according to Section 00730 of the Standard Specifications supplemented or modified as follows:

00730.11 Emulsified Asphalt - Delete the last two paragraphs.

Section 00744 – Asphalt Concrete Pavement

Comply with Section 00744 of the Standard Specifications supplemented or modified as follows:

00744.02 Definitions – Add the following:

Lot Size – A lot is the total quantity of material or work produced per JMF per project. The following circumstances will require a different lot:

- A new JMF is used.
- The method for measuring compaction is changed.
- A change from one test procedure for measuring asphalt content to another test procedure for measuring asphalt content occurs.

The Engineer may allow material for irregular areas not completed during the main paving operations, such as driveways or guardrail flairs to be evaluated as a separate lot.

Sublot Size – A sublot is 1,000 tons of ACP, or the amount of ACP placed in a day if less than 1,000 tons is placed.

00744.23 Pavers – The first sentence shall read:

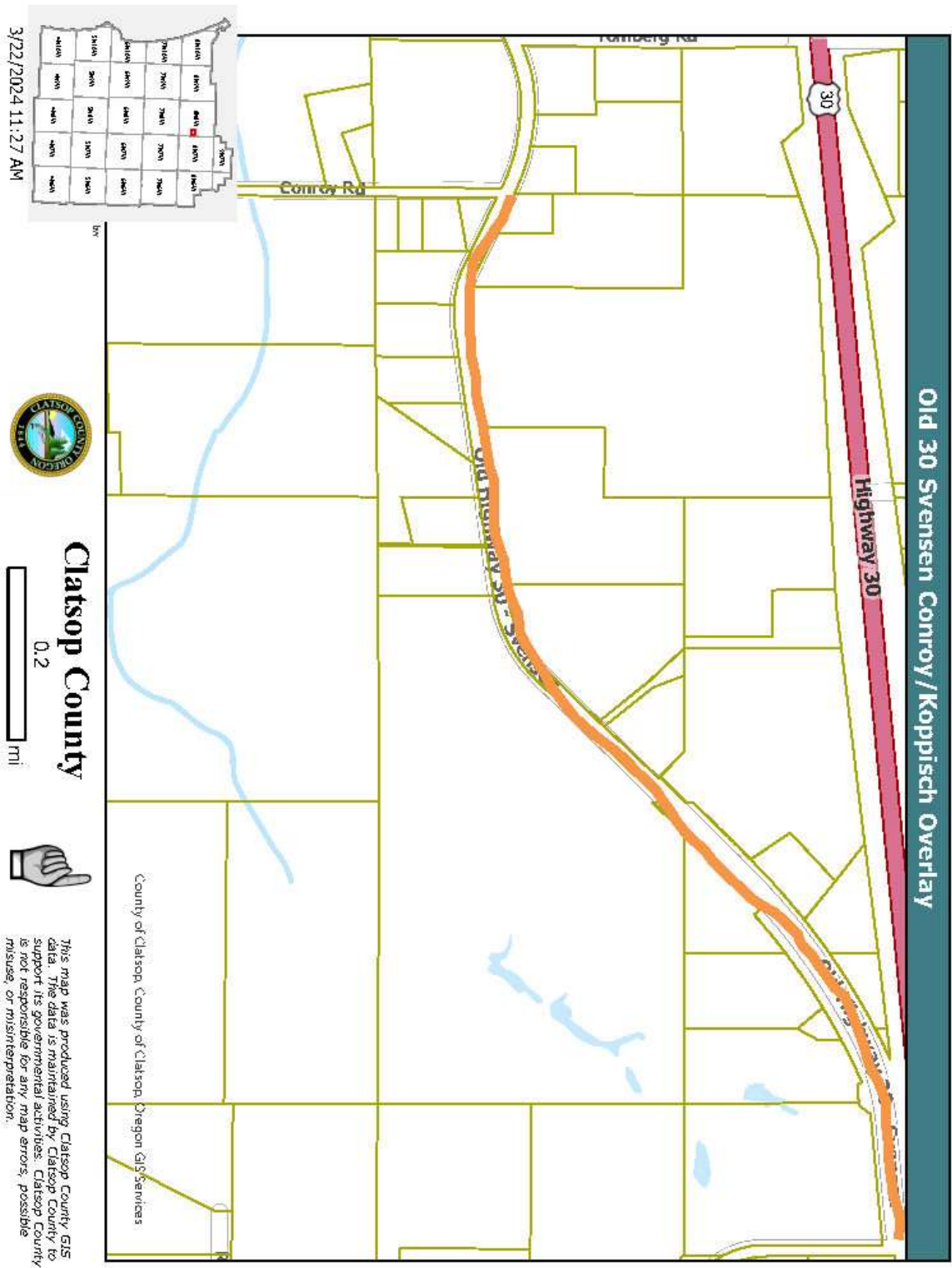
Minimum 75 H.P, self-contained, self-propelled, supported on tracks or wheels, none of which contact the mixture to be placed.

00744.49 Compaction – Replace the second paragraph of the subsection with the following:

Determine the density of each sublot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to AASHTO T 335. Calculate MAMD according to ODOT TM 305. When less than three sublot test results are

obtained on a project, the ACP will be accepted according to 00744.17. Perform a minimum of one sublot density test per day. The Engineer may waive compaction testing upon written notice.

Maps



Old 30 Knappa Area



3/22/2024 11:30 AM



Clatsop County

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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.

Old Hwy 30 Svensen Digouts

Mileposts:

2.7 Culvert 24'w x 35'l

2.9 Slide 30'w x 12'l

3.0 Culvert 30'w x 10'l

3.2 Culvert 30'w x 10'l

3.5 Culvert 30'w x 10'l