



# CLATSOP COUNTY BOARD OF COMMISSIONERS

*“Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect”*

Scott Lee, Dist. 1 – Chairman  
Dirk Rohne, Dist. 4 – Vice-Chairman  
Sarah Nebeker, Dist. 2  
Lisa Clement, Dist. 3  
Lianne Thompson, Dist. 5  
[commissioners@co.clatsop.or.us](mailto:commissioners@co.clatsop.or.us)

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[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

## **Regular Meeting**

**August 10, 2016**

**Judge Guy Boyington Building, 857 Commercial, Astoria**

### **Regular Meeting: 6:00pm**

*The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.*

1. **FLAG SALUTE**
2. **ROLL CALL**
3. **AGENDA APPROVAL**
4. **PRESENTATION**
  - a. Friends of Cape Falcon Marine Reserve
5. **BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*
6. **CONSENT CALENDAR**
  - a. FY 16-17 Analytical Urinalysis Testing-Contract for services .....{Page 1}
  - b. Contract for Sunset Lake Bridge Rehabilitation.....{Page 7}
  - c. Oregon Public Works Emergency Response Cooperative Agreement.....{Page 21}
7. **COMMISSIONERS’ REPORTS**
8. **COUNTY MANAGER’S REPORT**
9. **ADJOURNMENT**

**Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:  
Astoria Public Library - Seaside Public Library - Board of Commissioners Office**

**Agenda packets also available online at [www.co.clatsop.or.us](http://www.co.clatsop.or.us)**

**This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.**



**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 10, 2016**

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**Issue/Agenda Title:** FY 16-17 Analytical Urinalysis Testing-Contract for services

**Category:** Consent Calendar

**Prepared By:** Lt Kristen Hanthorn

**Presented By:** Lt Kristen Hanthorn

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**Issue before the Commission:** Should Clatsop County contract with Redwood Toxicology Laboratory, Inc. to provide analytical urinalysis testing for adult offenders under supervision with Clatsop County Parole & Probation.

**Informational Summary:** Clatsop County Parole and Probation is requesting the Board approve a contract with Redwood Toxicology Laboratory, Inc. to provide analytical urinalysis testing. Redwood Toxicology provides onsite testing supplies, forensic laboratory confirmations, web access to testing results, and written affidavits/telephonic testimony.

**Fiscal Impact:** The Sheriff's Office has budgeted \$62,000 using Community Corrections State Grant-in-Aid funds and Oregon Criminal Justice Specialty Court grant funds.

**Options to Consider:**

1. Approve contract with Redwood Toxicology Laboratory, Inc. and authorize the County Manager to execute.
2. Choose another unidentified vendor.
3. Choose not to provide this service and return funds to the State.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to approve and adopt the contract with Redwood Toxicology Laboratory, Inc. to provide analytical urinalysis testing services and supplies and authorize the County Manager to execute."*

**Attachment List:**

- A. Contract
- B. Attachment A



CLATSOP COUNTY, OREGON  
800 Exchange Street, Suite 410  
Astoria, Oregon 97103  
*An Equal Opportunity Employer*

Contract No. C6061

**PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is by and between CLATSOP COUNTY (COUNTY) and REDWOOD TOXICOLOGY LABORATORY (CONTRACTOR). Whereas COUNTY has need of the services which CONTRACTOR has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$62,000.00 to be paid to CONTRACTOR by COUNTY, CONTRACTOR agrees to perform between date of execution and JUNE 30, 2017, inclusive, the following specific personal and/or professional services:

Analytical laboratory testing for substance abuse. See "Attachment A".

Payment Terms:

Payment made within thirty days of receipt of invoice.

This Agreement will not be effective until approved by the County Administrator.

FOR COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

FOR CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Social Security No. or  
Tax Identification Number: 68-0332937

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

2. **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.

3. **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 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.

4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
- c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;.
- e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
- f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
- g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.

5. **JUDICIAL RULINGS.** If any provision of this-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.

6. **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.

7. **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.

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. Effective July 1, 2009 insurance requirements for each of the required types of insurance are at a minimum of \$500,000 for property damage and minimum of \$600,000 per person for bodily injury and no less than \$1,200,000 for each occurrence. 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) \_\_\_\_\_

**9. WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If 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.

**10. 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.

**11. 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.

**12. SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County. *Such approval shall not be unreasonable*

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

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

**15. 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 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, 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. 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.

**16. COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

**17. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to 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 Laws.

**18. 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 described in ORS 305.380(4).

Attachment A to RTL Service Agreement  
Pricing Schedule

*Laboratory Drug & Alcohol Testing Services – Urine (Non-Esoteric)*

**URINALYSIS STANDARD PANELS**

DRUG(S)	DESCRIPTION	PANEL CODES	SCREENING METHODOLOGIES	PRICE PER TEST
7	Seven Drug Standard Lab Panel	P08	EIA	\$6.00

*Drugs available for standard panels include: Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methamphetamine (including Ecstasy), Opiates, and Marijuana (THC). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes are also subject to change.*

**URINALYSIS CONFIRMATION**

DESCRIPTION	TEST CODE	PRICE PER TEST
GC/MS or LC/MS/MS Confirmation for Standard Drugs - cost per drug	5XXX	\$12.50
GC-FID Alcohol Confirmation	5047	\$12.50

**URINALYSIS ESOTERIC TESTS**

DESCRIPTION	TEST CODE	SCREENING METHODOLOGIES	PRICE PER TEST
Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) - screened by immunoassay and confirmed by LC/MS/MS.	647	EIA	\$18.00
Synthetic Cannabinoids (K2/Spice) – tests for 19 different parent drugs/metabolites.	6473	EIA	\$30.00

*Court Representation/Testimony/Support*

**FEES**

DESCRIPTION	PRICE PER DAY
In-Court Testimony	\$350.00 + Travel, a daily meal per-diem and hotel costs not to exceed the county and state rates, and any other related travel cost.
Written Affidavits/Telephonic Testimony	No additional cost

*Laboratory Shipping & Supplies*

RTL provides all necessary laboratory urine testing specimen collection and shipping supplies to its clients at no additional cost. *Laboratory supplies are sent in three (3) month increments, based on Customer's historic lab volumes.*

PART NUMBER	DESCRIPTION	Unit Price
031215	60 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00
031224	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.00
031341	Specimen baggies with absorbent material	\$0.00
Varies	Preprinted Chain of Custody forms/labels	\$0.00
113211	Security Seals	\$0.00
039030	FedEx overnight shipping labels	\$0.00
031011	Large Ziploc bags for shipping through FedEx	\$0.00
031210	FedEx lab pack	\$0.00
039037	UPS shipping box	\$0.00
031279	UPS overnight shipping labels	\$0.00
039032	UPS padded pack	\$0.00
039034	UPS lab pack	\$0.00
031219	U.S. mailer box – One 60 ml Urine Collection Bottle	\$0.00
031220	U.S. mailer box – Two 60 ml Urine Collection Bottles	\$0.00
031222	U.S. mailer box – Two 90 ml Urine Collection Bottles	\$0.00

**Attachment A to RTL Service Agreement  
Pricing Schedule**

**Laboratory Shipping & Supplies (Cont.)**

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**Lab Supply Shipping & Handling**

Outbound lab supply orders will be charged on an 'at cost' basis. All items shipped FOB Shipping Point.

**Specimen Shipment to RTL**

Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar (\$7.00) charge per shipment.

**On-Site Drug & Alcohol Screening Devices**

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**INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE**

<b>PART NUMBER</b>	<b>DRUG(S)</b>	<b>CONFIGURATION</b>	<b>PRICE PER DEVICE</b>	<b>BOX PRICE (25/BOX)</b>
011022001	4	EZ CUP II - 4 Drug	\$2.95	\$73.75
011022096	12	EZ CUP II - 12 Drug	\$6.36	\$159.00

**Device Order Shipping & Handling**

Device orders will be charged on an 'at cost' basis. All items shipped FOB Shipping Point.

**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 10, 2016**

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**Issue/Agenda Title:** Contract for Sunset Lake Bridge Rehabilitation

**Category:** Consent Calendar

**Prepared By:** Teresa Clute, Administrative Supervisor

**Presented By:** Michael Summers, Public Works Director

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**Issue before the Commission:** Award of contract to Bergerson Construction Inc. in the amount of \$375,378.00 for the Sunset Lake Bridge Rehabilitation project.

**Informational Summary:** The Sunset Lake Bridge has substantial repairs that need to be made. The backwalls and expansion joints are deteriorated and causing the bridge approach to settle and the asphalt needs repair. This is a large bridge and the cost of repairs is substantial. The Public Works staff has completed a competitive bidding process with statewide advertisement and received 3 bids as follows:

Advanced American Construction	\$545,533.45
Bergerson Construction Inc.	\$375,378.00
Wildish Standard Paving Co.	\$697,504.50

The contract is with the low bidder, Bergerson Construction Inc. The project will be completed by October 31, 2016.

**Fiscal Impact:** This project will be paid from the Road Maintenance and Construction budget.

**Options to Consider:**

1. Award the contract for the Sunset Lake Bridge Rehabilitation to Bergerson Construction Inc. and authorize the County Manager to sign the contract and any amendments.
2. Reject the bids and complete another solicitation.
3. Postpone project to another year.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to award the contract for the Sunset Lake Bridge Rehabilitation to Bergerson Construction Inc. and authorize the County Manager to sign the contract and any amendments."*

**Attachment List:**

- A. Construction Contract

# Attachment A

## 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 Bergerson Construction Inc. (**Contractor**). Whereas **County** has need of the services which **Contractor** has agreed to provide; Now **Therefore**, in consideration of the sum not to exceed \$375,378.00 to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and May 30, 2017, inclusive, the following specific construction services:

A. **The Work:** All materials, labor, equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project "Sunset Lake Bridge Rehabilitation Invitation to Bid - 2016" and Attachment A – 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.

- i. 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 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.

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 Contractor 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)

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(Comments)

(Contractor's Initials)\_\_\_\_\_

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: 55 Portway, Astoria, OR 97103

# Attachment A

## Addendum Receipt (if any)

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

ADDENDUM NO. 1 DATE: 7/7/16

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
Gregory A. Morrill, President	705 SW Juniper, Warrenton, OR 97146
Michael D. Puckett, Vice-President	2992 Lebech Rd., Astoria, OR 97103
Terri Opsahl, Treasurer/Secretary	91986 Hagen Dr, Astoria, OR 97103

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 Traveler's Casualty & Surety  
Name of Agent Greg Ryerson - Durham & Bates  
Address 4000 Kruse Way Place, Bldg. One, Suite 265, Lake Oswego, OR 97035  
Phone Number 503-242-9405

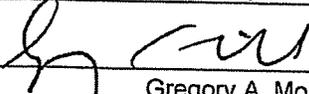
Bidder acknowledges that he is aware of the provisions of ORS 279C.375. This law requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in 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?   | <u>XX</u> | ___ |
| 2. Has bidder paid Oregon unemployment and income taxes within the last 12 months immediately preceding this bid? | <u>XX</u> | ___ |
| 3. Does bidder have a business address in Oregon?   | <u>XX</u> | ___ |
| 4. If you are a non-resident bidder: ___ % is the preference granted by your resident state to local bidders.     |           |     |

DATED: 7/14/16

BIDDER: Bergerson Construction, Inc.

BY:  \_\_\_\_\_

Title: President Gregory A. Morrill

Address: 55 Portway, Astoria, OR 97103

Phone: 503-325-7130

Federal Tax I.D. No.: 93-0600594

Oregon Contractors Board Registration 63328

**Bid Schedule**  
**Sunset Lake Bridge Rehabilitation – 2016**

Item #	Description	Quantity	Unit Price	Total Price
1	Mobilization	Lump Sum	21,370.00	21,370.00
2	Traffic control	Lump Sum	25,140.00	25,140.00
3	Excavation of roadway and disposal of materials	460 CY	40.00	18,400.00
4	Temporary construction walls installation and removal	Lump Sum	26,250.00	26,250.00
5	Temporary bridge support system installation and removal	Lump Sum	40,720.00	40,720.00
6	Bridge support system engineering	Lump Sum	10,000.00	10,000.00
7	Steel pile sleeves installed	16 Pile	2,816.00	45,056.00
8	H beam pile caps installed	70 LF	200.00	14,000.00
9	Steel plate backwalls and "H" beam supports installed	920 SF	16.00	14,720.00
10	Backfill and compact road prism	460 CY	25.00	11,500.00
11	1-1/2" minus gravel delivered to site	500 Tons	18.00	9,000.00
12	3/4" minus gravel delivered to site	100 Tons	18.00	1,800.00
13	Asphalt Level 2, 1/2" HMAC base course installed	40 Tons	235.00	9,400.00
14	Tack coat applied (.06gal/SY)	.05 Tons	3,000.00	1,500.00
15	Plane and dispose of all existing asphalt from bridge deck surface	811 SY	11.62	9,424.00
16	Shot Blast and clean concrete bridge deck, drains, curbs, sidewalks, and sidewalls interiors and tops	11387 SF	0.35	3,985.00
17	Apply concrete sealer to curb, sidewalks, and sidewalls (product and application)	4100 SF	1.00	4,100.00
18	Bridge joint seals installed (including curbs, sidewalks, and sidewalls)	382 LF	16.11	6,154.00
19	Plug joint installed	66 LF	102.00	6,732.00
20	Bridge deck primer and application	7296 SF	1.00	7,296.00
21	Bridge deck membrane installed	7296 SF	7.89	57,565.00
22	Bridge deck protection board installed	7296 SF	1.00	7,296.00
23	Asphalt Level 2, 1/2" HMAC wearing course installed	140 Tons	133.00	18,620.00
24	Erosion control devices and application	Lump Sum	1,470.00	1,470.00
25	Sediment control devices and application	Lump Sum	1,445.00	1,445.00
26	Asphalt level 2 ACP (ADA sidewalk ramps) installed	4 Tons	400.00	1,600.00
27	Geogrid Installed	167 SY	5.00	835.00

Total \$ 375,378.00

Bidder Name Bergerson Construction, Inc.

**First Tier Subcontractor Disclosure Form**  
**For Public Improvements with a contract value of more than \$100,000**  
**(ORS 279C.370)**

**Project Name:** Sunset Lake Bridge Rehabilitation - 2016

**Closing Date:** July 14th, 2016 at 2:00 p.m.

**Subcontractor Disclosure Deadline:** July 14th, 2016 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
Bayview Transit Mix, Inc.	\$31,000.00 / #63551	Asphalt Paving
Jonnic Construction LLC	\$93,000.00 / #199546	Bridge Deck Sealing

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): Bergerson Construction, Inc.

## 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 OREGON )

County of CLATSOP )

I state that I am President of Bergerson Construction, Inc. 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) Bergerson Construction, Inc., 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 of 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 Bergerson Construction, Inc. 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 14<sup>th</sup> day of July, 2016

TERRI OPSAHL  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2/16/20





**Board of Commissioners  
Clatsop County**

**AGENDA ITEM SUMMARY**

**August 10, 2016**

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**Issue/Agenda Title:** Oregon Public Works Emergency Response Cooperative Agreement

**Category:** Consent Calendar

**Prepared By:** Teresa Clute

**Presented By:** Michael Summers, Public Works Director

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**Issue before the Commission:** Approval of an intergovernmental agreement that enables the Public Works Department and other agencies to support each other during an emergency.

**Informational Summary:** ODOT initiated this program in 1998 to enable agencies to share services with each other in an emergency through an emergency response cooperative assistance agreement. It allows agencies to use the equipment, personnel and materials of another agency immediately in an emergency and provides a mechanism to handle liability and reimbursement issues. The agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response to the requesting agency when the responding agency determines it can provide the needed resources and expertise.
- Sets up the documentation needed to seek maximum reimbursement possible from appropriate federal agencies.

At this time 218 agencies have signed the agreement. The agreement is for a period of 5 years.

**Fiscal Impact:** The value of the agreement will be equal to the amount of services requested or provided under the agreement.

**Options to Consider:**

1. Authorize County Manager to sign Oregon Public Works Emergency Response Cooperative Assistance Agreement.
2. Do not join the emergency response cooperative.

**Staff Recommendation:** Option #1

**Recommended Motion:** *"I move to Authorize County Manager to sign Oregon Public Works Emergency Response Cooperative Assistance Agreement."*

**Attachment List:**

- A. Agreement

# Attachment A

## OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

### WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

### 1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

### 2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

### 3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

#### 4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

#### 5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

#### 6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
  - 1) Maximum liability shall not exceed the cost of repair or cost of replacement, whichever is less.
  - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
  - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

#### 7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

#### 8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

#### 9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

#### 10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
  - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
  - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

#### 11. Non-exclusive

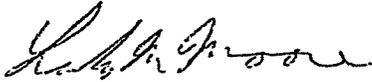
This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

#### 12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION



July 20, 2016

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Luci Moore  
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
County, Oregon

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Designated Primary Contact:**

Office:

Contact:

Phone Number:

\_\_\_\_\_  
**Emergency 24 Hour Phone Number:**

\_\_\_\_\_  
**Fax Number:**

\_\_\_\_\_  
**E-mail address (if available):**

