

SECTION I

BIDDING INFORMATION

INSTRUCTIONS TO BIDDERS

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals shall include, but are not limited to, the following:

Submit with Bid:

1. Proposal (Bid) Fully Executed _____
2. Bidder's Certificate _____
3. Bid Bond or Other Security _____
4. Non-Collusion Affidavit _____

Submit within 2 Hours after Bid Submittal

1. First-Tier Subcontractors Disclosure _____
2. Bidder's List _____

SECTION II
CONTRACT DOCUMENTS

12. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

13. LIQUIDATED DAMAGES

Time is of the essence in the performance of the provisions of this contract. In the event that Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the County in the amounts indicated in the Construction Contract for all work awarded until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

14. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED.
FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

- Titles VI and VII of the Civil Rights Act of 1964 as amended;
- The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;
- The Health Insurance Portability & Accountability Act of 1996;
- The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program is in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

Does comply with ORS 279C.505(2).

Does not comply with ORS 279C.505(2).

OREGON BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____,

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Oregon, as SURETY,

are held and firmly bound unto _____

hereinafter called the OBLIGEE, in the sum of _____

_____ DOLLARS (\$ _____),

for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for

_____ said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within 10 days of such failure.

Signed and sealed this ____ day of _____, 20__.

PRINCIPAL

By _____

SURETY

By _____

Attorney-in-Fact

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being first duly sworn, on oath says that the bid submitted to which this affidavit is a part, is a genuine and not a sham or collusion bid, or made in the interest of or on behalf of any person not therein named; and that the person, firm, association, joint venture, partnership, co-partnership or corporation herein named, has not directly or indirectly induced or solicited any Bidder to put in a sham bid, nor directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition bidding in the preparation and submission of a bid for consideration in the award of a Contract for **ARCHIVES BUILDING ROOF PROJECT** sought by the **CROOK COUNTY** described in the Contract Documents of which this affidavit is a part; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

(Bidder)

SUBSCRIBED AND SWORN TO before this _____ day of _____, 20 ____.

(Signature)

(Print Name)

Notary Public in and for the State of _____

My commission expires: _____

NOTE: This form must be completed and submitted with the bid.

**CROOK COUNTY
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

Bidder Name: _____

Contact Name: _____

Phone No.: _____

Project Name: _____ ARCHIVES BUILDING ROOF PROJECT

Bid Closing Date/Time: Sept. 1, 2020 at 2:30 PM

Bidder shall submit this form to CROOK COUNTY on or before 4:30 pm on Sept. 1, 2020, as their disclosure of first-tier subcontractors.

Name & Address	Dollar Value (\$)	Category of Work

Bidder hereby submits this First-Tier Subcontractor Disclosure form pursuant to ORS 279C.370, which applies only to public improvements with a contract value of more than \$100,000, and is not for public improvements that have been exempted from competitive bidding requirements under ORS 279C.335.

The name of each subcontractor who will be furnishing labor or materials in connection with this project (and that is required), having a contract value equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid, shall be disclosed in the above form. Disclosure requirements do not apply to subcontractors who only provide materials.

If the contract price is in excess of \$100,000 and the first-tier subcontractors do not meet the above criteria, enter 'NONE' to indicate there are no subcontractors that need to be disclosed.

ATTACH ADDITIONAL SHEETS IF NEEDED.

Contract is less than \$100,000; therefore, it does not meet ORS 279C.370 and First-Tier Disclosure is not required.

(Sign if applicable)

Bids must be submitted to the CROOK COUNTY by the bid closing date and time.

**Failure to submit this form by the disclosure deadline will result in a nonresponsive bid.
A nonresponsive bid will not be considered for award.**

- 3.4.2 CONTRACTOR is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. COUNTY shall not be liable, either directly or indirectly, in any dispute arising out of the CONTRACTOR'S actions with regard to subcontractor selection and substitution.
- 3.4.3 CONTRACTOR shall provide in the CONTRACTOR'S subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging small business enterprise under ORS 200.055, or businesses that a service-disabled veteran owns for the entire term of the subcontract, if the CONTRACTOR awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

IV. COUNTY'S SPECIFIC OBLIGATIONS AND RIGHTS

- 4.1. COUNTY reserves the right to refuse delivery of materials or services at or from any manufacturer, plant, or Contractor with which COUNTY has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.
- 4.2. Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by COUNTY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to COUNTY with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the CONTRACTOR has a right to grant such license. CONTRACTOR shall exert all reasonable effort to advise COUNTY, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. COUNTY shall receive prompt written notice of each notice or claim of copyright infringement received by CONTRACTOR with respect to any data delivered under this contract. COUNTY shall have the right to modify or remove any restrictive markings placed upon the data by CONTRACTOR.

V. MISCELLANEOUS PROVISIONS

- 5.1 Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document (including any exhibits, schedules, plans, certifications, and other documents and instruments referred to in this contract that comprise the Contract Documents) is the entire, final, and complete agreement of the parties pertaining to this contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.
- 5.2 In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this contract, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
- 5.3 This contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.
- 5.4 Any captions used in this contract are provided for convenience only and will not affect the meaning or interpretation of any provision of this contract. All references in this contract to "section" or "sections" without additional identification refer to the section or sections of this contract. All words used in this contract will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this contract, they will be deemed to be followed by the words "without limitation."

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PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



Val Hoyle
Commissioner
Bureau of Labor & Industries

Effective: July 1, 2020

REGION #10
 Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10
 Crook, Deschutes and Jefferson Counties

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	\$24.97	\$14.14
Truck Driver – All Groups	\$23.45	\$5.99

Exhibit C
Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: _____

ID/Policy No.: _____

2. "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

4. Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

CONTRACTOR

Name of Company

By: _____

Dated: _____

Its: _____

Print Name

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
of _____,
hereinafter called the CONTRACTOR (Principal), and _____,
a corporation duly organized and existing under and by virtue of the laws of the State of _____,
hereinafter called the SURETY, and authorized to transact business within the State of _____
as SURETY, are held and firmly bound unto _____
as OWNER (Obligee), in the sum of: _____

_____ DOLLARS (\$ _____),
lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the
CONTRACTOR, and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated
_____, 20___, for **Crook County Archives Building Roof Project**.

NOW, THEREFORE, if the CONTRACTOR shall in all things perform all the terms and conditions of the within and foregoing
Contract as provided in the Contract Documents to be by such CONTRACTOR performed, and shall honor all claims for
defective work made within 1 year after the completion and acceptance of the foregoing Contract, and shall pay over,
make good, and reimburse to the OWNER, all loss or damage which the OWNER may sustain by reason of failure or
default on the part of CONTRACTOR, then this obligation shall be void; otherwise it shall be and remain in full force and
effect.

PROVIDED, HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of
time, alteration, or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in
any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration, or addition to the terms of the Contract Documents.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ___ day of _____,
20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

CONTRACTOR: _____

By: _____ (Seal)

Attest

SURETY: _____

By: _____ (Seal)

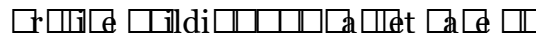
Attest

APPROVED AS TO FORM: _____

OWNER

Date

*NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located. All
bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of
this bond.*





STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

_____(Seal)
Company Name

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

Address

Address

City State Zip

City State Zip

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

Proposal Ex. I