

# BIDDER'S PROPOSAL



CROOK COUNTY ROAD DEPARTMENT  
1306 N. MAIN STREET  
PRINEVILLE, OREGON 97754

**CONTRACT NO: 2023-01**

**PROJECT NAME: ROCK CRUSHING at Weberg Pit**

**MANDATORY PRE-BID MEETING: 12:00 pm on February 8, 2023 @ Weberg pit.**

**BID CLOSING: 2:00 PM March 1, 2023**

**BID OPENING: 3:00 PM March 1, 2023**

**AWARD DATE: 9:00 AM March 15, 2023**

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## **BIDDERS CHECKLIST**

Before sealing this proposal, have you:

1. Read and understood the "Non-collusion Certification"?
2. Read and understood the "Non-discrimination Certification"?
3. Completed the required information on the "Certification of Residency"?
4. Read and understood the "Tax Law Compliance Certification"?
5. Completed the required information on the "Contractor's Board Registration"?
6. Read and understood requirements for "Drug Testing Program"?
7. Completed the Bid Schedule according to subsection 00120.40?
8. Completed a limiting statement on page 8, when appropriate, according to subsection 00120.55?
9. Filled in the required information on pages 13,15 and 116 and **affixed proper signatures on page 18** according to subsection 00120.40?
10. Filled in and had **the Surety sign** the proposal bond, or included a cashier's check or a certified check according to subsection 00120.40?

**Failure to complete and/or affix signatures as noted above will be cause for rejection** of this proposal.

The "Performance Bond," "Payment Bond," and Construction Contract forms are included in the Appendix for INFORMATION ONLY.

**Note:** This bidder's checklist is provided for the bidder's convenience and does not waive any requirement of this RFP whether or not it is listed above. It is the responsibility of the bidder to comply with the RFP's requirements and any omission from the list above does not excuse any such non-compliance.

**SECTION I**

**INFORMATION AND REQUIREMENTS**

**Proposal Information / Requirements**  
**Description of Work / Specifications**

## **Proposal Information and Requirements**

### **Crook County Weberg Rock Crushing Project Contract No.: 2023-01**

#### **TIME AND PLACE OF RECEIVING PROPOSALS**

Sealed proposals for this project must be received by Crook County Administration Office by the deadline. Each bid shall be enclosed in a sealed envelope and hand-delivered or mailed to Crook County Courthouse, Administration Office, 203 NE Court Street, Prineville, OR 97754, and will be placed in the "Bid Box" at the Administration Office. **The bid must be received not later than 2:00 p.m. as determined by the bid clock located in the Administration office on or before Wednesday March 1, 2023.** No bid received after that time will be opened or considered. *No electronic (via fax or email) submissions will be accepted.*

First Tier Subcontractor Disclosure will be required by **3:00 p.m., Wednesday March 1, 2023**, at the Crook County Road Department, 1306 N Main Street, Prineville, OR 97754. The sealed proposals for the work described will be publicly opened and read at **3:00 p.m. Wednesday March 1, 2023**, at the Crook County Road Department, 1306 N Main Street, Prineville, OR 97754. Apparent low bidder to be announced at that time.

The intended award will be announced during the County Court Meeting scheduled for **Wednesday, March 15 @ 9:00 am**, at 320 NE Court St., Prineville, OR 97754, with the final execution of the contract to follow within seven (7) days thereafter.

**MANDATORY PRE BID MEETING: Wednesday February 8, 2023 at 12:00 p.m. at the Weberg Pit Site. This Bid Packet includes map and directions.** Weberg Pit is located in Crook County, Oregon, Township 17 S, Range 25 E, Sec. 31 TL3500.

**All envelopes must be sealed and plainly marked on the outside showing the name of the bidder, name of the project, contract number, and the word "BID."**

Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County" in an amount of not less than ten percent (10%) of the amount of the bid.

#### **COMPLETION TIME LIMIT**

All work under the contract shall be completed by the fixed date of **June 15, 2023**. NOTE: See Attached Bedortha Ranches permit.

#### **CLASS OF PROJECT**

This is a Crook County funded project. No Federal-Aid funds are involved.

#### **ENGLISH UNIT PROJECT**

Use appropriate English units only, for measurements, submittals, shop drawings, calculations, materials certifications, delivery tickets, and all other documents submitted for work performed under this project.

#### **WORKING HOUR RESTRICTIONS**

Any and all construction operations will be conducted between the hours of 7:30 a.m. to 5:00 p.m. Monday – Friday. No work will be performed Saturdays, Sundays, or Legal Holidays. All blasting will be conducted between the hours of 8 a.m. and 5 p.m., Monday through Friday only.

## **Description of Work / Specifications**

### WORK TO BE PERFORMED

The work contemplated consists of crushing **approximately 25,000 TONS of ¾ - 0 Rock and approximately 5,000 TONS OF 1-1/2 Rock** at Weberg Pit, located about 9.7 miles southeast of Paulina, Oregon off of Hwy 380 in Central Oregon. Aggregate will be used for the preservation and maintenance of Accepted County Roads. **Piles of overburden that will be described at the Pre-Construction Meeting shall be incorporated into the crush as fines.** All work must be completed by **June 15, 2023**. Weberg Pit is located in Crook County, Oregon, Township 17 S, Range 25 E, Sec. 31 TL3500.

### STANDARD SPECIFICATIONS APPLICABLE SPECIAL PROVISIONS AND SUPPLEMENTAL STANDARD SPECIFICATIONS

The Standard Specifications applicable to this project are the **2018** edition Volume 1 and 2 of the Oregon Department of Transportation Oregon Standard Specifications for Construction.

All number references in these special provisions refer to the Section or subsection of the Standard Specifications bearing like numbers and any applicable modifications to those sections or subsections contained herein in their entirety.

Copies of the “2018 Oregon Standard Specifications for Construction”, Volume 1 and Volume 2 may be purchased from the Oregon Department of Transportation, Procurement Office, 455 Airport Road SE, Building K, Salem, OR 97301-5348 (telephone number 503-986-6936). The 2018 edition of the Oregon Standard Specifications for Construction is available online at the following web address:

[http://www.oregon.gov/ODOT/Business/Documents/2018\\_STANDARD\\_SPECIFICATIONS.pdf](http://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf)

Bidders are cautioned against basing their proposals on a booklet bearing any different description, date(s), or class project. Only bidding documents obtained directly from the Crook County Administration Office may be used to submit bids.

### BID DOCUMENTS, SUPPLEMENTAL STANDARD SPECIFICATIONS

Complete bidding documents that include the Supplemental Standard Specifications may be obtained at no cost from the Crook County Road Department office at 1306 N. Main Street, Prineville, Oregon 97754, and/or by contacting James Staniford; Ph: (541) 447-4644; email: [james.staniford@co.crook.or.us](mailto:james.staniford@co.crook.or.us).

### PLAN HOLDERS

Information pertaining to plan holder's list and bid results may be requested by contracting the Crook County Road Department at Ph: (541) 447-4644; or by email: [james.staniford@co.crook.or.us](mailto:james.staniford@co.crook.or.us).

### PROJECT MANAGER – PROJECT INSPECTOR

James Staniford Crook County Road Department, 1306 N. Main Street; Prineville, Oregon 97754; Ph: (541) 447-4644.

### CONTRACTOR LICENSE / CONTRACTOR COMPLIANCE

Bidder, contractor, and/or subcontractor are required to be licensed with the Construction Contractor's Board or the bid will not be received or considered. The project does not require a contractor or subcontractor to be licensed under ORS 468A.720 for asbestos abatement. This project does not require a contractor to be licensed with the State Landscape Contractor's Board pursuant to ORS 279C.365(k).

**MANDATORY PRE BID MEETING: Wednesday February 8, 2023 at 12:00 p.m. at the Weberg Pit Site. This Bid Packet includes map and directions.** Areas of work and excavation shall be identified at the Pre-Bid Meeting.

Limited Effect: Statements and other information from County employees and/or representatives at a pre bid meeting do not affect any change in the invitation to bid or the request for proposals, or the contracts that may arise from them. Changes in the invitation to bid or the request for proposals may be effected only by a written addendum issued by the County. The County may notify bidders or proposers of addenda by any method deemed appropriate to provide actual notice, including but not limited to: mail, telephone, email, or facsimile. Bidders and proposers may rely only upon the invitation to bid or the request for proposals, with any changes made by addendum, to establish all of the procurement requirements and all contract provisions other than those established by the bid or proposal.

All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding workers' compensation unless they meet the requirements for an exemption under ORS 656.126.

Pursuant to ORS 279C.505(2), Crook County's performance under a subsequent contract is conditioned upon the contractor's compliance and warranty that a Drug Testing Program shall be maintained for its employees.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interest of the County, to postpone the acceptance of bids received and the award of the contract for a period not to exceed thirty (30) days, or to reject any and all bids received and further advertise for bids.

Crook County may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may, for good cause, reject any and all bids upon a finding of the County that it is in the public interest to do so.

Crook County may at its sole discretion reject an individual bid or proposal from any contractor:

- a. When in the judgment of the County Court a previous good or service provided by the contractor performed to or for the county; or another public entity was of poor workmanship or inferior quality; or
- b. When in judgment of the County Court, the contractor failed to honor a warranty; or
- c. When a dispute regarding the terms and conditions of a previous contract with the county led to a monetary judgment being entered against the contractor; or
- d. When in the judgment of the County Court the County has previously been required to expend funds to remedy defects of the contractor's workmanship or failure to deliver all components of an agreed upon good or service.

The County shall not reject on the basis of one of the above criteria if an intervening change in ownership within a business shall have resulted in substantial change in the control of said business so that the underlying concern related to performance has been mitigated.

The County may reject a bid when the contractor or an employee of the contractor who will have a material role in delivering the good or service sought was previously engaged as an employee of the County and when such employment relationship ended in a manner which created ill will between the County and the employee.

The County may reject any bid when in the judgment of the County Court acceptance of such bid shall pose a security risk to the County or the public served by the County.

The County reserves the right to waive minor informalities in the bid proposal documents in its sole discretion.

## **SECTION II**

### **BIDDER'S PROPOSAL DOCUMENTS**

**Proposal Statement  
Proposal Bond  
ID of Bidder(s) Sureties  
First Tier Subcontractor Disclosure**

**SUBMIT THESE PROPOSAL DOCUMENTS WITH BID**



## **PROPOSAL STATEMENT**

### **Crook County Weberg Rock Crushing Project Contract No.: 2023-01**

**To the Crook County Court, Crook County, Oregon:**

**The undersigned, as bidder, declares that:**

- This proposal is for the work described on the "Description of Work" sheet bound in this proposal; and
- The only persons or parties interested in this proposal as principals are those named in this proposal; and
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the proposal is submitted; and
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it; and
- The bidder has obtained and become acquainted with the forms of contract and bonds which are to be signed by the successful bidder (***see Section III***); and
- The bidder is satisfied as to the quantities and conditions and understands that in signing this proposal the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The proposal guaranty/bond submitted with this proposal is, by this reference, made a part of this proposal; and
- The bidder has reviewed, and or is familiar with and agrees to abide by the terms and provisions of Crook County Code, Chapter 3.12 as amended relating to the Crook County Purchasing Rules and Procedures.
- The bidder possesses and unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 if the bidder or proposer employs 50 or more full time workers and submitted a bid or proposal for the procurement with an estimated contract price that exceeds \$500,000 in response to an advertisement or solicitation form a state contracting agency.

**The bidder also proposes and agrees that:**

- If the Crook County Court accepts this proposal, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer or representative from Crook County; and
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" (***see Section V***) bound in this proposal; and

**The bidder also certifies to the following:**

**A. Non-Collusion Certification:** By signing this proposal, bidder certifies that:

- The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and
- Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of proposals; and
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal; and
- This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive proposal; and
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

**B. Non-Discrimination Certification** - By signing this proposal, bidder certifies that:

- He/she/It has not discriminated against minority, women, or small business enterprises in obtaining any subcontracts.

**C. Residency Certification:** Refer to ORS 279A.120(1)

**Complete the following:**

1. Check one: Bidder is a \_\_\_\_\_ resident bidder \_\_\_\_\_ nonresident bidder.

2. If a **resident bidder**, enter your Oregon business address and email address:

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3. If a **nonresident bidder**, enter your home state business address and email address:

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**D. Tax Laws Compliance Certification** - By signing this proposal, bidder certifies that:

- To the best of its knowledge, the bidder is not in violation of any Oregon tax laws.

**E. Contractor's Board License Certification** - Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractor's Board as follows:

No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

**F. Contractor's Certification of Drug Testing Program ORS 279C.505(2) - By signing this proposal 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.

**G. Statement Regarding Certifications**

- The bidder understands and acknowledges that the above representations are material and important, and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated as fraudulent concealment from the Crook County Court of the true facts relating to the submission of proposals for this project.

**The bidder is advised that by signing this proposal the bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this proposal.**

\_\_\_\_\_  
(Bidder's Name)

\_\_\_\_\_  
(Bidder's Federal Tax ID Number)

By \_\_\_\_\_

← **SIGN HERE**

\_\_\_\_\_  
(Typed or Printed Name. and Title of Signer)

\_\_\_\_\_, 20\_\_\_\_  
(Date)

## PROPOSAL BOND

### **Crook County Weberg Rock Crushing Project Contract No.: 2023-01**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_

a surety company 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, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas \_\_\_\_\_ (Bidder) is herewith submitting its proposal for the following work, to wit: crushing 25,000 tons of  $\frac{3}{4}$  - 0 rock and 5,000 tons of 1-1/2 rock at the Weberg Pit in Crook County, Oregon. **Piles of Overburden that will be identified at the Pre-Construction Meeting shall be incorporated into the crush.** Aggregate will be used for the preservation and maintenance of Accepted County Roads.

All work is to be completed by **June 15, 2023**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **SURETY**

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_  
(Signature)

#### **PRINCIPAL**

\_\_\_\_\_  
(Principal (Bidder))

\_\_\_\_\_  
(Signature)

## **IDENTIFICATION OF BIDDER(S) SURETIES**

### **Crook County Weberg Rock Crushing Project Contract No.: 2023-01**

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

\_\_\_\_\_  
(Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name \_\_\_\_\_  
PLEASE PRINT

at \_\_\_\_\_  
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: \_\_\_\_\_

Name of Agent: \_\_\_\_\_ Agent's Ph: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a \_\_\_\_\_ in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", cashier's check", or certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

\_\_\_\_\_  
(Bidder's Name)

By \_\_\_\_\_

← **SIGN HERE**

\_\_\_\_\_  
(Typed or Printed Name. and Title of Signer)

\_\_\_\_\_, 20\_\_\_\_  
(Date)

# FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME: \_\_\_\_\_

BID #: \_\_\_\_\_

BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be submitted at the location specified in the invitation to bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.  
(ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

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

Form submitted by (bidder name): \_\_\_\_\_

Phone no.: ( ) \_\_\_\_\_

Contact name: \_\_\_\_\_

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- Will have a contract value that is 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.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts ("projects") with a value, as defined by the contracting agency, of more than \$100,000.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(e) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(f) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(g) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(h) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.385.

(i) A subcontractor may file a complaint under ORS 279C.580 based on the disclosure requirements of subsection (1) of this section.

WH-179 (08-10-10)

## **SECTION III**

## **APPENDIX**

### **Sample Construction Contract**

*Attachment A:* **Performance Bond**

*Attachment B:* **Payment Bond**

*Attachment C:* **Workers Comp Insurance Certification**

*Attachment D:* **Insurance Coverage Required**

## CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, \* hereafter referred to as **CONTRACTOR**, and **CROOK COUNTY**, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY COURT, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by Project Manager/County Road Master, under authority and within the meaning and purpose of this contract. The previously mentioned contract documents and bid specifications, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s bid proposal are attached hereto and hereby incorporated by reference as if the same were fully set out in writing and inserted herein, at a total cost to **CROOK COUNTY** of **DOLLARS AND \*/100 (\$\*)**, complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications therefore, hereby designated "plans and specifications" all of which are attached hereto and hereby incorporated herein. All of said plans and specifications, together with this contract and its attachments, constitute the contract documents, including but not limited to **Attachment A** pertaining to Workers Compensation Coverage and **Attachment B** pertaining to Insurance Coverage.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **June 15, 2023**.

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of **\*/100 DOLLARS (\$\*)**, except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK COUNTY** budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

7. **CROOK COUNTY** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits of ORS 279C.825. The fee shall be paid within the time period set forth in ORS 279C.825(3).

8. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent



of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

9. **CONTRACTOR** agrees to indemnify, defend, and hold **CROOK COUNTY**, its Commissioners, agents, officers, and employees harmless and defend all damages, losses, and expenses, included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives, or subcontractors in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

10. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

11. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

12. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **CROOK COUNTY**.

13. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

14. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK 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.

15. **CROOK COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK 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.

16. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

17. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

18. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

19. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

20. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. If **CONTRACTOR** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, **CROOK COUNTY** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the **CONTRACTOR** by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the **CONTRACTOR** or its surety from the obligation with respect to any unpaid claim. If **CROOK COUNTY** is unable to determine the validity of any claim for labor or services furnished, **CROOK COUNTY** may withhold from any current payment due **CONTRACTOR** an amount equal to said claim until its validity is determined, and until the claim, if valid, is paid by the **CONTRACTOR** or **CROOK COUNTY**. There shall be no financial acceptance of the work under the contract until all such claims have been resolved.

22. **CONTRACTOR** shall make payment promptly, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums which the **CONTRACTOR** agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

23. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

- (a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c.) All work performed on the days specified in ORS 279C.540.
- (d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e.) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR'S** employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

24. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

25. If applicable, the hourly rate of wage to be paid by any **CONTRACTOR** or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 - 279C.870.

26. The **CONTRACTOR**, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

27. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

28. This contract may be cancelled at the election of **CROOK COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the contract according to its terms. **CROOK COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **CROOK COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.

29. If **CROOK COUNTY** does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. **CROOK COUNTY** will notify **CONTRACTOR** of such non-appropriation not later than thirty (30) days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, **CROOK COUNTY** shall have no further obligation to the **CONTRACTOR** for payments beyond the termination date. This provision does not permit **CROOK COUNTY** to terminate the contract in order to provide similar services or goods from a different contractor.

30. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

31. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

32. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

33. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

34. **CONTRACTOR** certifies that he/she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of **CONTRACTOR** to have

or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

35. **CONTRACTOR** certifies that **CONTRACTOR** is “responsible” as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker’s Compensation Law; and
- (e.) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g.) has a satisfactory record of integrity; and
- (h.) is legally qualified to contract with the contracting agency; and
- (i.) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j.) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000.

36. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provide that **CONTRACTOR’S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR’S** certification.

- (a.) **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 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.

37. 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 **CROOK 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 **CROOK 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 **CROOK 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. **CROOK 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. **CROOK COUNTY** shall have the right to modify or remove any restrictive markings placed upon the data by **CONTRACTOR**.

38. The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

39. If **CONTRACTOR** or a 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 thirty (30) days after receipt of payment from the public 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 ten (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 (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

40. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public 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.

41. In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

42. **CONTRACTOR** is engaged hereby as an independent contractor, and will be so deemed for all purposes. **CONTRACTOR** will be solely responsible for the payment of any federal or state taxes required as a result of this agreement. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **CROOK COUNTY** employees. Without limitation, but by way of illustration, **CONTRACTOR** is an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for any workers' compensation coverage under this contract.

*The remainder of this page left blank intentionally*

43. COUNTERPARTS: This Construction 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.

IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

**CONTRACTOR**

Business

Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Print Name

Its: \_\_\_\_\_

Date \_\_\_\_\_

Contractor's CCB # \_\_\_\_\_

Telephone Number

Address

City State Zip

**CROOK COUNTY COURT**

\_\_\_\_\_  
Seth Crawford, County Judge

Date \_\_\_\_\_

\_\_\_\_\_  
Jerry Brummer, County Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
Brian Barney, County Commissioner

Date \_\_\_\_\_

**PERFORMANCE BOND**  
**Crook County Weberg Rock Crushing Project**  
**Contract No.: 2023-01**

*Attachment A*

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

**THE CONDITION OF THIS BOND IS SUCH**

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

**NOW, THEREFORE,** 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 the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Principal's Name (Print or Type)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Official's Signature (Print or Type)

\_\_\_\_\_  
ATTORNEY IN FACT [POA must be attached to this bond]

\_\_\_\_\_  
Official Capacity (Print or Type)

\_\_\_\_\_  
Agent  
Attach additional signature page for Surety if using multiple bonds

**PRINCIPAL:** \_\_\_\_\_  
Principal's Name (Print or Type)

By: \_\_\_\_\_  
Authorized Official's Signature (Print or Type)

*Surety's Seal Must Be Affixed*

\_\_\_\_\_  
Official Capacity (Print or Type)

**PAYMENT BOND**  
**Crook County Weberg Rock Crushing Project**  
**Contract No.: 2023-01**

*Attachment B*

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

**THE CONDITION OF THIS BOND IS SUCH**

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

**NOW, THEREFORE,** if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Principal's Name (Print or Type)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Official's Signature (Print or Type)  
\_\_\_\_\_  
Official Capacity (Print or Type)

\_\_\_\_\_  
**ATTORNEY IN FACT** [POA must be attached to this bond]

**PRINCIPAL:** \_\_\_\_\_  
Principal's Name (Print or Type)

\_\_\_\_\_  
**Agent**  
Attach additional signature page for Surety if using multiple bonds

By: \_\_\_\_\_  
Authorized Official's Signature (Print or Type)  
\_\_\_\_\_  
Official Capacity (Print or Type)

*Surety's Seal Must Be Affixed*



## **Workers' Compensation Insurance Certification**

Attachment C

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**

1. ☐ 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 Business

Name: \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_

Signature

Print Name

Its: \_\_\_\_\_

### **REMINDER – ADDITIONAL INFORMATION NEEDED**

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

## Insurance Coverage Required

Attachment D

**CONTRACTOR** shall not commence any work until **CONTRACTOR** obtains, at **CONTRACTOR'S** own expense, all required insurance as specified below. Approval of **CROOK COUNTY** is required as to limits, form, and amount. **CONTRACTOR** is required to obtain or maintain the following for the full period of the contract:

  X   **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include:

### COVERAGES

### LIMITS

<u>      </u> Explosion & Collapse	<u>      </u> \$1 million per occurrence
<u>      </u> Underground Hazard	<u>  X  </u> Limits of the Oregon Tort Claims Act
<u>      </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,612,000 per
<u>      </u> Contractual Liability	occurrence
<u>      </u> Broad Form Property Damage	<u>  X  </u> Other – Tort limits adjusted per ORS 30.372(4)
<u>      </u> Owners & Contractors Protective	beginning in 2015

**FORM:** All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Crook County Counsel. All claims-made forms must have the prior approval of the Crook County Counsel. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

       **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles.

### LIMITS

       \$1 million per occurrence  
       Other – Tort limits adjusted per ORS 30.372(4) beginning in 2015  
       Not less than the limits of the Oregon Tort Claims Act  
(ORS 30.260-30.300) presently at \$1,333,300 per occurrence

       **PROFESSIONAL LIABILITY** insurance with limits not less than \$\_\_\_\_\_.

       **ADDITIONAL INSURED CLAUSE:** The liability insurance coverages required for the performance of this contract shall be endorsed to name Crook County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

  X   **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by **CONTRACTOR** shall also carry Worker's Compensation and Employers' Liability coverage.

       **EMPLOYERS LIABILITY** insurance with limits of \$500,000.

       **BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$\_\_\_\_\_.

       **FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$\_\_\_\_\_ per employee.

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 Business

Name: \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Contact County Counsel with questions re **Insurance and indemnity (541) 416-3919**.

## **SECTION IV**

### **PROVISIONS AND SPECIFICATIONS**

***General Specifications  
Standard Provisions / Supplemental Standard  
Specifications***

**Crook County Weberg Rock Crushing Project  
Contract No.: 2023-01**

**General:**

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting proposals for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions which, subject to such revision as may be made in accordance with provisions stated below, will be incorporated in and made a part of the contract for said project or work that may be awarded on the basis of a proposal received at said specifically indicated time and place.

Should the project or work described be re-advertised for proposals to be received at a time later than indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting proposals at the later time should obtain the new specifications and provisions and base their proposals upon them, as they will be bound by them in the event they are awarded the contract.

**Revisions Prior to Opening of Bids:**

All data herein is subject to revision by Crook County at any time prior to the time specified herein for the receiving of proposals. Prospective bidders for the work will be notified of any such revision by fax, letter or e-mail sent to the bidders at the addresses/fax numbers available to Crook County at that time.

**Revisions Prior to Execution of Contract:**

Between the time proposals are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and Crook County.

**Pamphlet Sections that May be Retained by Bidder:**

Special Provisions and supplemental standard specifications (yellow pages) may be retained by bidder.  
**RETURN ONLY BIDDERS PROPOSAL (WHITE PAGES) and BID SCHEDULE (BLUE PAGE).**

**GENERAL SPECIFICATIONS**

**1. GENERAL PROVISIONS:**

**COUNTY** – Means County of Crook, State of Oregon.

**STANDARD SPECIFICATION** – Means the OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, State of Oregon, 2018 edition. The Standard Specifications are hereby incorporated by reference as if fully set forth herein.

Wherever State Agencies, Departments or Officers are referred to therein, the comparable County Agencies, Departments or Officers are meant thereby for the purpose of these documents. Specified definitions are outlined in Section 00110.20 of the contract Special Provisions.

Copies of State Standard Specifications are available from the Oregon Department of Transportation, Contractor Plans Publications, 355 Capital St. N.E., RM 1, in Salem, Oregon 97301 – phone no. (503)-986-3720.

**2. ACCIDENT REPORTING:**

Any pedestrian or vehicular accident occurring within the project limits is to be reported to Emergency Services and a representative of Crook County by the Contractor as shown below:

**Any time** any accident involving an injury or death to any person occurs, it shall be reported to local emergency services or the 911 system as applicable.

**During working hours** contact the Crook County Road Department, Tel.: 541-447-4644.

**After working hours** or on weekends or holidays contact the Crook County Sheriff's Department dispatcher at 541-447-6398 and request notification of the Claims Investigator in the County Counsel's Office.

## **SPECIAL PROVISIONS**

### **Crook County Weberg Rock Crushing Project Contract No.: 2023-01**

#### **PART 00100 – GENERAL CONDITIONS**

##### ***SECTION 00110 - TERMS, ABBREVIATIONS AND DEFINITIONS***

Terms, Abbreviations and Definitions shall be in conformance to Section 00110 of the Standard Specifications supplemented and/or modified as follows:

**00110.20 Definitions** - Modify the following definitions:

**Commission** - Crook County Court, Crook County, State of Oregon or their designated representatives.

**County Legal Counsel** - Crook County Legal Counsel, Crook County, Oregon.

**Department** - Crook County Road Department, Crook County, State of Oregon.

**Road Master** - Crook County Road Master, Robert E. O'Neal or designee

**Engineer** – Crook County Road Master or designee

**Project Manager** – Crook County Road Master or designee

**Project Inspector** - Crook County Road Master or designee.

##### **SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES**

Bidding requirements and procedures shall be in conformance to Section 00120 of the Standard Specifications supplemented and/or modified as follows:

**00120.00 Prequalification of Bidders** - Delete the requirements of this Section. Prequalification of bidders is not required.

**00120.05 (a) Requests for Bidding Documents** - Delete and substitute the following:

Bidding documents are available at the Crook County Road Department, 1306 N. Main, Prineville, Oregon, 97754. Only bidding documents obtained directly from the Crook County Road Department office may be used as a basis for submitting bids.

**Add the following:**

The plans and drawings, which are applicable to the work to be performed under the contract, bear title and date as follows:

The plans and drawings, which are applicable to the work to be performed under the contract, are included herein or as an accompanying document.

00120.15 Examination of Work Site and Bidding Documents - Add the following:

Any request for interpretation of the contract documents or protest of specifications or contract terms shall be presented to the County Road Master and/or designee in writing at least five (5) calendar days before the bid opening date. Protests will include the reasons for the protest and any proposed change. No protest because of the content of a specification will be considered after this deadline. **Prospective bidders may perform exploratory drilling upon authorization of the Road Master and/or designee.**

00120.40 Preparation of Proposal

(c) Bid Schedule Entries - Add the following after the first sentence:

***Use whole cents, two digits after the decimal point, as the smallest unit of cost for both unit price and total price.***

Delete the last sentence and add the following:

Each erasure, change or correction of the bidder's entries in the proposal shall be initialed by the person signing the proposal, or a person authorized in writing by the person(s) signing the proposal to make erasures, changes or corrections. Written authorization shall accompany the proposal.

(e) Bid Guaranty - Delete paragraph 1 and add the following:

Accompany each bid with a guaranty in the amount of ten (10) percent of the total amount of the proposal. The guaranty shall be either a surety bond, irrevocable letter of credit per ORS 706.008, cashier's check or certified check made payable to "Crook County".

00120.45 Submittal of Bids - Delete the third paragraph and substitute the following:

Proposals shall be enclosed in a sealed envelope and if mailed deliver to **Honorable Seth Crawford, County Judge, County Court House 300 NE 3<sup>rd</sup> Street, Prineville, Or 97754** or delivered in person to: **Honorable Seth Crawford, County Judge, 203 NE Court Street, Prineville Or, 97754 Administration Office by 2:00 PM, local time Wednesday, March 1 2023.** No proposals will be accepted after this time and date.

Add the following:

The Contractor will be allowed to submit only one bid for each advertised contract.

00120.60 Revision or Withdrawal of Proposals - Delete the second, third and fourth sentences of the first paragraph and substitute the following:

These changes must be requested in writing from an individual authorized to sign the proposal and must be received by the Crook County Judge before the time set for opening proposals. Changes requested by electronic mail will not be considered.

00120.70 Rejection of Nonresponsive Bids - Delete the last paragraph and add the following:

- The proposal is submitted on documents not obtained directly from the Crook County Road Department.

- The Oregon Contractor's Board registration number or the Oregon Landscape Contractor's Board license number and expiration date are not shown on the proposal.
- A disclosure of first-tier subcontractors is required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted.
- The proposal is not accompanied by a guaranty in the amount of ten (10) percent of the total amount of the bid, in the form of either a surety bond, irrevocable letter of credit per ORS 706.008, cashier's check or certified check made payable to "Crook County."

00120.90 Disqualification of Bidders - Delete the fourth bulleted item. Prequalification of bidders will not be required on this project.

- Delete the second sentence of the sixth bulleted item and substitute the following:

The bidder's registration number and expiration date shall be shown on the proposal form.

### SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.10 Award of Contract Delete 9<sup>th</sup> paragraph after bullets and add:

- Notice of bid award will be given at County Court on **March 15, 2023**

### 00130.12 Drug Testing Program

- The Contractor shall certify that an employee drug testing program will be in place at the time of contract award and that such a program will be maintained through the contract period, including any extensions. The failure of Contractor to certify, to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of the contract.

The Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

### 00130.15 Protest of Award

- A protest must be filed promptly as soon as the protester knows of the grounds for the protest. If the grounds for a protest were apparent on the face of the solicitation document, the county may decline to consider a protest filed later than five business days before the scheduled bid opening or the date by which proposals must be submitted. If the grounds for a protest were not apparent until contract award, the county may decline to consider a protest filed later than 48 hours after bid opening.

### 00130.40 Contract Bonds, Certificates, and Registrations

- (a) Performance and Payment Bonds – Add the following to the end of the second paragraph:

A performance/payment bond number shall be included. Bonds cannot be canceled nor can they be released due to possible claims.

- (b) Certificate of Liability Insurance – Delete and add the following:

Furnish the Crook County Legal Counsel office certificates of insurance according to 00170.70 which are to apply to the project.

#### 00130.50 Execution of Contract Agreement and Bonds

(a) By Bidder - Delete the first paragraph and substitute the following:

- The successful bidder shall deliver two contract booklets with properly executed contract agreement, performance bond, payment bond, certification of workers' compensation coverage, work plan and work schedule, and the required certificates of insurance to the Crook County Legal Counsel office within 10 calendar days after the date that the contract booklets were mailed to the bidder according to 00130.10.

Also, in the second paragraph, in the second bulleted item, delete the second and third sentences and substitute the following:

- However, if other corporate officers are authorized to sign (execute) contracts and bonds, furnish with the documents a certified (notarized) copy of the corporate bylaws or minutes stating that authority. If only one officer is signing, then the bylaws or minutes must include the words "without the signature of others." Include also the title(s) or corporate office(s) held by the signer(s).

(b) By the Agency - Delete the first paragraph and substitute the following:

- Upon receipt of the properly executed contract agreement forms and associated certification documents described in 00130.50 (a) above, the County Legal Counsel office will arrange for final execution of the contract agreement by the County Court. The County Legal Counsel office will then send a fully executed original contract agreement to the successful bidder, now officially the Contractor.

#### 00130.70 Release of Bid Guaranties - Add the following:

The proposals held by the County until the contract is executed shall remain valid and binding for a period of 60 calendar days from the date of the opening of the proposals.

#### 00130.80 Project Site Restrictions - Add the following to paragraph 1:

The County Court will send the Contractor the written Notice to Proceed.

Delete paragraph 2 and add the following:

- In the event more than 30 calendar days elapse between the date on which proposals are opened and the date on which the Notice to Proceed is deposited by Crook County in the United States Post Office (Prineville Branch), consideration will be given by the County to granting of an extension of contract time allowed the Contractor for completion of the work. This provision is contingent on the Contractor adhering to the requirements specified in Section 00130.50(a).

#### SECTION 00140 - SCOPE OF WORK

Scope of work shall be performed in accordance to Section 00140 of the Standard Specifications, supplemented and/or modified as follows:

#### 00140.50 Environmental Pollution Changes - Delete the first paragraph and substitute the following:

- If unexpected work is required by environmental pollution laws enacted after proposals were submitted, or if the Contractor discovers a condition which requires compliance with environmental pollution or natural resource preservation laws, it will be handled in accordance with applicable law. **A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General Model Public Rules.**



- The following conditions are known to exist, and the Contractor is required to perform work with respect to those conditions in compliance with all applicable environmental pollution and natural resource preservation laws:

## POTENTIAL SITE HAZARDS

**None**

## SECTION 00150 – CONTROL OF WORK

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

00150.15 Construction Stakes, Lines and Grades: Delete this section and add the following:

The sites for stockpiles shall be cleared, leveled and otherwise prepared and maintained by the contractor in accordance with the instructions of the Road Master and/or designee. Stockpile site preparation will be considered incidental for work outside the designated work area. The designated work area will be marked by the Road Master and/or designee. Stakes or marks establishing rights of way, lines, slope, grades, bench marks and other controls will be set by the Road Master and/or designee as he/she deems necessary. These stakes and marks shall constitute the field control by and in accordance with which the contractor shall establish other necessary controls and perform the work.

The contractor shall be responsible for the preservation of all stakes and marks and if any of the stakes or marks have been carelessly or willfully destroyed or disturbed by the contractor, the cost of replacing them will be charged against him and will be deducted from the payment for the work.

### 00150.50 Cooperation with Utilities

(b) Department Responsibilities – Add the following:

Following are the names of the known utilities involved on the project.

#### **NAME OF UTILITY**

#### **CONTACT**

No Known Utility Conflicts

(c) Contractor Responsibilities – Add the following:

Comply with ORS 757.541 to 757.571, Excavation Regulations. On July 1, 1997 portions of ORS 757.541 to 757.571 were repealed and Oregon Administrative Rules are in effect and shall govern utility notification, facility marking, and excavation practices. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987).

## SECTION 00160 – SOURCE OF MATERIALS

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

00160.00 (b) Mandatory Source: The Contractor shall furnish all materials required by this contract from the \* located as shown on the location map \*. The contractor shall perform all development and operating items involved in obtaining and producing the materials from the aggregate source according to Stipulations: \* attached and located, by drilling and shooting if needed, the Pit as the Contractor sees fit. The Contractor shall

be responsible for getting the material shot in the pit to the crusher by his own means. This shall include, but not necessarily be limited to clearing and grubbing, removal of overburden, use of 100% of the material drilled and shot, the producing, screening, crushing and processing required to furnish the materials specified, the construction and maintaining of haul roads or other means of access and the cleaning up and reclamation of the site upon completion of its use. Whenever the contractor uses public roads for the purpose of hauling materials for the project, the roads so used shall be maintained in a condition as good as that existing at the start of hauling.

All items of work associated with the development and operation of the material source are understood to be incidental to the production of the specified materials required by the contract. Payment for these incidentals is understood to be included in the payments which are to be made for the specified materials required in the work under regular contract items.

00160.80 Requirements for Sources of Borrow and Aggregate: Add the following:

#### QUARRY SITE

The contractor shall conform to the following quarry site development, operation and reclamation requirements of Crook County Planning.

#### EXCAVATIONS

Excavations in quarries shall be made so that the faces will not be steeper than vertical (no overhang). Vertical faces shall not exceed 30 feet in height. Floors of benches shall be excavated to a reasonably level surface. Excavations shall be made so no water will stand or collect in excavated areas when practicable. Upon completion of work in the quarry it shall be left in a neat, appearance compatible with the surrounding terrain. If a natural growth of trees or shrubs is present, a border of such shall be preserved to conceal land scars.

#### TEMPORARY PROTECTIVE AND DIRECTIONAL MEASURES FOR TRAFFIC

All signs, barriers, lights, signals, cones and other such devices required to warn, safeguard, protect, guide and inform the public and the workmen during the life of the contract shall be provided, furnished, constructed, installed, maintained, moved and removed by the contractor. All flagmen, signal operators, pilot car operators, pilot cars and other such labor and equipment required for the directing and guiding of public traffic shall be provided and furnished by the contractor.

#### SECTION 00165 – QUALITY OF MATERIALS

Delete this Section 00165 in its entirety and replace with the following:

Tests shall consist of qualification tests and quality control tests on representative samples of the material to be furnished. Unless otherwise specified herein, the type and frequency of these tests shall be as the Road Master or designee may determine necessary.

Only materials conforming with the requirements of Specifications and approved by the Road Master and/or designee shall be furnished. The Contractor shall satisfy himself as to the kind of work, amount of work and other factors that may be necessary or involved in furnishing the specified materials. Materials that, after approval, become unsuitable or unacceptable for use, regardless of cause, will be rejected and shall not be used.

Quality control tests on representative samples will be performed by and at the expense of the Contractor. The Contractor shall provide such facilities as the Road Master and/or designee may require for collecting samples. The Contractor, in all cases, shall furnish and make available to the Road Master and/or designee the required samples and test results without charge.

To facilitate and make safe the sampling of materials at plants, the Contractor shall provide safety measures and devices to protect those who take samples. When samples are to be taken at or around crushing plants, the samples shall be provided by the Contractor in accordance with the instruction of the Road Master and/or designee.

All materials not conforming to the requirements of Specifications shall be considered unacceptable and all such materials will be rejected and shall not be delivered to the stockpile site unless otherwise instructed by the Road Master and/or designee. No rejected material, with defects of which have been corrected, shall be delivered until approved by the Road Master and/or designee. Upon failure of the Contractor to comply forthwith any order of the Road Master and/or designee made under the provision, the Road Master and/or designee shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

No separate or additional payment will be made for sampling, testing certification, or other associated work performed under this Section, whether performed by the Contractor, manufacturer, producer or supplier. No payment will be made for providing quality control personnel.

#### SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.61(a) Workers' Compensation - Replace this subsection with the following:

All employers, including the Contractor, that employ subject workers who work under the contract in the State of Oregon shall provide workers' compensation insurance or self-insurance coverage for those workers. Such employers must comply with ORS 656.017, unless they meet the requirements for an exemption under ORS 656.126. If the Contractor is not subject to ORS 656, but utilizes any employees in performance of the Contract required to be covered by workers' compensation insurance under another state's regulations, the Contractor shall provide such coverage as may be required. The Contractor shall require and ensure that each of its subcontractors complies with these requirements.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(c) When No Federal Funds Are Involved - Add the following:

ORS 279.316 and ORS 279.334 Conditions Concerning Hours of Labor. For all public contracts, with certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for: a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and c) All work performed on the days specified in ORS 279.334. Contractor shall follow the exceptions, pursuant to ORS 279.316 and ORS 279.334, including contracts for public improvements where the Contractor is a party to a collective bargaining agreement, contracts for services, contracts for personal services, and contracts for fire prevention or suppression.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

00170.65(C) - Delete this section in its entirety. **NO PREVAILING WAGE RATES WILL BE APPLICABLE TO THIS PROJECT**

#### 00170.70 Insurance

(c) Additional Insured - Amend as follows:

- Liability insurance shall name Crook County, its commissioners, officers, agents and employees as Additional Insured's for the activities performed by the Contractor under this project.

(d) Workers' Compensation - Add the following:

- The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract that claim exemption to Oregon Workers Compensation requirements shall comply with ORS 656.126 and certify the State of origin on the "Certification of Workers Compensation Coverage" bound in the contract booklet.

(e) Notice of Cancellation or Change - Add the following:

- The thirty (30) days written notice shall be provided to the County Legal Counsel.
- Should any policy be canceled before final payment by Crook County to Contractor and should the Contractor fail to immediately procure other insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this contract.
- Any insurance bearing on adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, Crook County reserves the right to procure such insurance and to deduct the cost thereof from any sums due to the Contractor under this contract.

(f) Certificate(s) of Insurance – Add the following:

- The Contractor shall provide all insurance as stipulated on the form entitled "Insurance Coverages Required", bound with these Special Provisions and made part of the appendix to the Bidder's Proposal.

#### 00170.72 Indemnify/Hold Harmless - Delete paragraph and add the following:

- The performance of this contract is at the Contractor's sole risk. The service or services to be rendered under this contract are those of an independent contractor, who is not an officer, employee or agent of the County as those terms are under in ORS 30.265. Contractor is solely liable for any Workers Compensation coverage under this contract.
- The Contractor agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the Contractor, the Contractor's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, Contractor shall not be required to indemnify any indemnity to the extent the damage, loss or expense is caused by the indemnitee's negligence.

#### SECTION 00180 - PROSECUTION AND PROGRESS

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

#### 00180.21 Subcontracting

(a) General - Add the following to the end of paragraph (1):

- This payment clause shall require the contractor to return all retainage withheld from the subcontractor, whether held by the Contractor or the Department, as specified in 00195.50(d).
- Request for consent to subcontract any portion of the contract, at any tier, will be made on a form provided by Crook County Road Department.

00180.31 Required Equipment and Methods - Add the following to the end of this subsection:

(d) Substitution of Materials or Equipment to be Incorporated Into the Work - After execution of the contract, the Road Master and/or designee may approve substitution of materials or equipment to be incorporated into the work as follows:

(1) The Road Master and/or designee will consider substitutions only if:

- The proposed materials or equipment are equal to or superior to the specified items in construction, efficiency, and utility, or
- Due to reasons beyond the control of the Contractor, the specified materials or equipment cannot be delivered to the project in sufficient time to complete the work in proper sequence.

(2) Submit request for substitution to the Road Master and/or designee, including manufacturers' brochures and other information needed to verify suitability of the proposed items. Allowance of substitutions shall be at Road Master and/or designee's sole discretion.

00180.40 Limitation of Operations - Add the following at the end of this subsection:

(c) Limitation of Operations - Limitation of operations specified in these special provisions include, but are not limited to the following:

#### **Limitations**

#### **Subsection**

- |                              |             |
|------------------------------|-------------|
| • Utilities Work.....        | 00150.50    |
| • Noise Control.....         | 00290.30(d) |
| • Final completion time..... | 00180.50    |

Be aware of and subject to schedule limitations in the Standard Specifications and supplemental Standard Specifications which are not listed in this subsection.

#### 00180.41 Project Work Schedule

The following project work schedule requirements will apply:

(a) Submit project schedules as outlined below, to plan, coordinate, and control the progress of construction 5 days prior to preconstruction meeting, the contractor shall provide to the Road Master and/or designee three copies of a Project Work Schedule, including a time-scaled narrative, showing:

- Expected beginning and completion dates of each activity.

- The project schedules will take into account the orderly, timely, and efficient prosecution of the work in sufficient detail to enable both the Contractor and the Road Master and/or designee to plan, coordinate, appraise, document, and control their respective contract responsibilities.
- Drill, blast and excavate rock
- Crush 3/4 – 0 & 1-1/2 Base Rock and Stockpile
- Clean up of pit.

**Contractor is bound as is Crook County to BLM stipulations of the quarry. (attachment). A detailed blast plan and schedule of work will be submitted to Crook County Road Department as well as the local Prineville BLM office.**

During the preconstruction meeting the Road Master and/or designee, and the Contractor will review the schedule as submitted and incorporate required changes to the project. If any changes are required the contractor will have 3 days to submit the corrected schedule to the Road Master and/or designee.

The approved project schedule represents all of the work, sequence, and time planned for the work. Review of this and subsequent schedules by the Road Master and/or designee shall not relieve the Contractor of responsibility for timely and efficient execution of the contract.

(b) Project reporting - Review the project schedule and work progress with the Road Master periodically. If the Road Master and/or designee or Contractor determines that the project schedule no longer represents the Contractor's own plans or expected time for the work, a meeting will be held between the Road Master and/or designee and the Contractor. At this meeting, project events and changes will be reviewed for their effect on the project schedule. After any necessary action has been agreed upon, make required changes to the project schedule.

The predicted completion date(s) for the project schedule shall be within the specified contract time(s) or adjusted contract time or as shown on pending Requests for Adjustment of Contract time.

Issuance of a progress report does not constitute nor replace any notice the Contractor is required to give the Department under this contract.

The Contractor's failure to provide the schedules, schedule information, progress reports, or schedule updates at the times required herein shall cause the Road Master and/or designee to suspend progress payments until the required data is provided to the Road Master and/or designee.

(c) Substitution of Type "b" or "c" Schedule: Delete this section in its entirety.

(d) Float Time: Delete this section and add the following:

No Float Time will be allowed on this project. All time between notification to proceed and \* will be considered available work days with the exception of Sundays and Holidays as per. ORS 279.316 and 279.334

00180.42 Preconstruction Conference: Delete and add the following

Before any work is performed, and within ten (10) calendar days of notice to proceed, unless otherwise approved in writing by the Road Master and/or designee, the contractor shall meet with the Road Master and/or designee for a preconstruction meeting at a time mutually agreed upon.

00180.50 Contract Time to Complete Work - Complete all work to be done under the contract not later than **June 15, 2023.**

00180.85 Failure to Complete on Time and Liquidated Damages: Add the following:

- The per diem amount of liquidated damages which will apply to this contract for failure to complete the work on time is **\$100.00** per day per deadline. The per diem rate is expressed in calendar days. (\$100.00 per day per deadline).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES: *Delete this section and replace with the following:*

The pay quantity of the material shall be the number of tons of the material delivered and placed in stockpiles, as specified. Measurement of tons will be by portable scales, measurement of the completed stockpiles computed to the nearest ton. Stockpile measurements and volume computation will be performed by the Road Master or designee. If Contractor requires stockpile measure and volume computation to be done by an outside engineering firm, payment for such services will be charged to the Contractor and deducted from the next pay estimate made to the Contractor by the Road Department.

Upon completion and acceptance of a material stockpile, the Road Master and/or designee will determine the volume in tons and deliver in writing to the contractor, the aggregate stockpile type, location and volume. Upon delivery of this document, the County Road Department may commence hauling aggregate from this stockpile.

SECTION 00195 - PAYMENT

Payment shall be in accordance to Section 00195 of the Standard Specifications supplemented and/or modified as follows:

The pay quantity of each designated size of specified material furnished and placed in stockpiles, determined as provided in paragraph 00190.00 Measurement of Pay Quantity, will be paid for at the contract price per ton as shown in the bid schedule for the item or items. The applicable price and payment shall be full and complete compensation for furnishing the materials in stockpile, including all labor, equipment, tools and incidentals necessary to complete the work as specified.

00195.50 Progress Payments and Retained Amounts – Delete this section in its entirety and add the following:  
The Agency's payment schedule will be as follows:

Completion and acceptance of $\frac{3}{4}$ - 0	70%
Completion of site clean up	30%

Cut off dates for payment requests will be as follows:

5<sup>th</sup> and/or 15<sup>th</sup> of each month.

00195.60 Advance Allowance for Materials on Hand: Delete this section in its entirety.

00195.80 Allowance for Materials Left on Hand: Delete this section in its entirety.

SECTION 00196 - PAYMENT FOR EXTRA WORK

00196.10: Negotiated Price: Delete and add the following:

In the event that work not included in the contract as awarded but deemed by the Road Master and/or designee to be necessary develops, the contractor and Road Master and/or designee shall use their best efforts to reach agreement on a price for the extra work. If the price is mutually agreeable for the

extra work, then the Road Master and/or designee will issue a change order within **5** working days and the extra work will be paid at the extra price.

Any contract change orders for additional work, or other change in the original specifications which increases the original contract price may be made with the contractor without competitive bidding subject to the following conditions: (1) The original contract was let by competitive bidding, unit prices or bid alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work; or (2) The amount of the aggregate cost increase resulting from all amendments shall not exceed **10%** of the initial contract.

00196.20 Force Account: Delete and add the following:

No Force Account work will be allowed on this project. In the event that work not included in the contract as awarded but deemed by the Road Master and/or designee to be necessary develops, the contractor and Road Master and/or designee shall use their best efforts to reach agreement on a price for the extra work. If the mutually agreeable price cannot be reached within 5 working days, then, in that event, the Road Master and/or designee reserves the right to contract with other sources to complete the extra work.

**SECTION 00197 - PAYMENT FOR EXTRA WORK DONE ON FORCE ACCOUNT BASIS: DELETE THIS SECTION IN ITS ENTIRETY.**

**SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS**

- Disagreements, protests and claims shall be in accordance to Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.20 Protest Procedure - Delete and substitute the following:

- The County desires to resolve claims at the lowest administrative level. A claim may be settled, in full or in part, at any of the four (4) steps of the claim review procedure as given in (a) through (d) of this subsection.
- (a) STEP 1: County Road Master Review - Upon proper submittal of a claim as detailed in 00199.30, the Road Master and/or designee will review the claim and advise the Contractor of the decision in writing. If the Road Master and/or designee finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Road Master and/or designee decision, the Contractor may, within 10 calendar days, request the Road Master and/or designee to arrange a review at Step 2, (b) below.

(b) STEP 2: County Legal Counsel Review - At the request of the Contractor, present the claims to the County Legal Counsel for review and discussion. The County Legal Counsel will, within 10 calendar days, provide a written decision to the Contractor. If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 calendar days, request the County Legal Counsel to arrange a review at Step 3, (c) below.

(c) STEP 3: Crook County Court Review - At the request of the Contractor, present the claim to the Crook County Court. Within 20 calendar days the County Court will make arrangements to have the claim reviewed.

At the County Court's discretion, the claim will be reviewed by one of the following methods:

- 1) The Court or a representative appointed by the Court.



2) Hearings Official.

If the Court or Court's representative reviews the claim, the Court will render a written decision within 10 days of receiving complete claim information from the Contractor.

If a Hearings Official reviews the claim, the review will proceed as follows:

- 1) The Hearings Official will be chosen by Crook County.
- 2) The Hearings Official will be a representative of the construction community familiar with the administration of road construction and related contracts utilizing the Standard Specifications for Highway Construction, 2002 edition, as published by the State Highway Division, State of Oregon.
- 3) The Hearings Official will have no direct involvement in the contract and will not be an employee of Crook County.
- 4) Compensation for the hearings official, if any, will be shared equally by the Contractor and Crook County.
- 5) The Hearings Official will hear presentations and review written documentation from the Contractor and Crook County.
- 6) The Hearings Official will prepare findings and a non-binding recommended decision and present them to the County Court within 10 calendar days of the hearing.
- 7) Within 10 days of receiving the recommendation of the Hearings Official, the County Court will provide a written decision to the Contractor.
- 8) If the Contractor does not accept the Step 3 decision by the County Court, the Contractor may proceed to Step 4, (d) below.
- 9) If the Contractor accepts the decision of the County Court, an Extra Work Order will be initiated to document the terms of the claim settlement.

The parties may agree to binding arbitration in lieu of a Step 3 Hearing Official review and such claim will be reviewed by a single arbitrator using the Construction Industry Arbitration Rules of the American Arbitration Association with the following conditions and exceptions:

- 1) The location of the arbitration shall be in Prineville, Oregon,
  - 2) Each party shall bear its own costs (except arbitration filing costs), expert witness fees, and attorneys fees,
  - 3) Arbitration filing costs and any arbitrator's fees will be divided equally between the Department and the Contractor.
  - 4) Judgment upon the award rendered by the arbitrator may be entered in a court in Crook County, Oregon.
- d) STEP 4: Litigation

Any suit or action arising out of this contract may be filed by either party only after all other provisions of these specifications are exhausted. The suit or action shall be commenced within 1 year of the date of the "Second Notification" or within 6 months of the date of the County Court's decision, whichever is later, and shall be filed in a court of competent jurisdiction in Crook County, Oregon

## **PART 00200**

### **SECTION 00205.00 – FIELD LABORATORY, WEIGH HOUSE, ETC**

Provide field laboratories, facilities for field laboratories, and weigh houses according to Section 00205 of the Standard Specifications supplemented and/or modified as follows:

00205.12 Weigh house – Delete this section in its entirety.

### **SECTION 00335 – BLASTING METHODS AND PROTECTION OF EXCAVATION BACKSLOPES**

#### **MEASUREMENT**

00335.80 General – Delete this section, and substitute with the following:

General – There will be no additional measurement for any and all drilling and blasting operations affiliated with this project. The measurement is considered incidental to project.

#### **PAYMENT**

00335.90 General – Delete this section, and substitute with the following:

General – No separate or additional payment will be made for the costs involved in any drilling, blasting, scaling, loosening materials, or affiliated work on this project.

### **SECTION 02630 BASE AGGREGATE**

Comply with Section 02630.00 of the Standard Specifications supplemented and/or modified as follows:

#### **APPLICABLE DOCUMENTS**

American Association of State Highway and Transportation Officials.

AASHTO T-27-74 Sieve Analysis of Fine and Course Aggregates

AASHTO T-96-74 Abrasion of Course? Aggregate by use of the  
Los Angeles Machine

AASHTO T-104-74 Soundness of Aggregates by the use of Sodium  
Sulfate or Magnesium Sulfate

#### **EXTRANEIOUS MATTER**

The composite aggregate shall not contain vegetable matter and other extraneous matter.

#### **FRACTURE OF GRAVEL**

Material produced from gravel shall have at least one mechanically fractured face on the percentage of particles retained on the 1/4 inch sieve as specified in Table 1. The fractured particles retained on a 1/4 inch sieve shall be reasonably distributed in proportion to the component fractions of the aggregate as specified in Table 2, Aggregate Gradation Requirements.

#### **FRACTURED PARTICLES**

<u>GRADATION SIZE</u>	<u>MINIMUM PERCENT (BY WEIGHT)</u>
1/2 - 0	50
All sizes smaller than 1 1/2 - 0	70

#### GRADATION

Aggregates shall be uniformly graded from course to fine and shall conform to the designated sizes specified in Table 2630-1 or as directed by Crook County Road Master and/or designee.

TABLE 2630-1  
AGGREGATE GRADATION REQUIREMENTS  
DESIGNATED SIZE AND PERCENT (dryweight) PASSING SPECIFIED SIEVE

<u>SIEVE BASE AGGREGATES</u>					
<u>SIZE</u>	21/2-0"	2"-0"	1 1/2"-0"	1"- 0"	3/4" – 0"
3"	100	----	----	----	----
2 1/2"	95-100	100	----	----	----
2"	----	95 - 100	100	----	----
1 1/2"	—	—	95-100	100	—
1 1/4"	55-75	—	—	—	—
1"	—	55-75	—	90-100	100
3/4"	—	—	55-75	—	90-100
1/2"	—	—	—	55-75	—
3/8"	—	—	—	—	55-75
1/4"	30-45	30-45	35-50	40-55	40-60
NO. 4 <sup>1</sup>	—	—	—	—	—
NO. 10	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>

<sup>1</sup> Report percent passing sieve when no grading requirements are listed

<sup>2</sup> Of the fraction passing the 1/4 inch sieve, 40 percent to 60 percent shall pass the No. 10 sieve

### TOLERANCES

Where a tolerance range is set forth in the gradation requirements (Reference Table 2630-1), it shall be understood that the midpoint of the tolerance range is the target value and the product shall conform as closely as realistically possible to this target value. The purpose of the tolerance range is to permit occasional minor variations from the target value that are, for practical reasons, unavoidable.

### SAND EQUIVALENT

Aggregate sand equivalent shall comply with the following requirements:

- a) Base aggregate; Not less than 30
- b) Cold Mix Aggregate; Not less than 45
- c) Seal Coat Aggregate; Not applicable

## DURABILITY

The source material from which the aggregates are produced shall conform to the following abrasion requirements:

- a) Base Aggregates                      35% Maximum

## QUALITY CONTROL TESTS

The following tests are quality control tests and shall be performed in accordance with the test methods specified in Table 5 during the production of aggregate materials for acceptance.

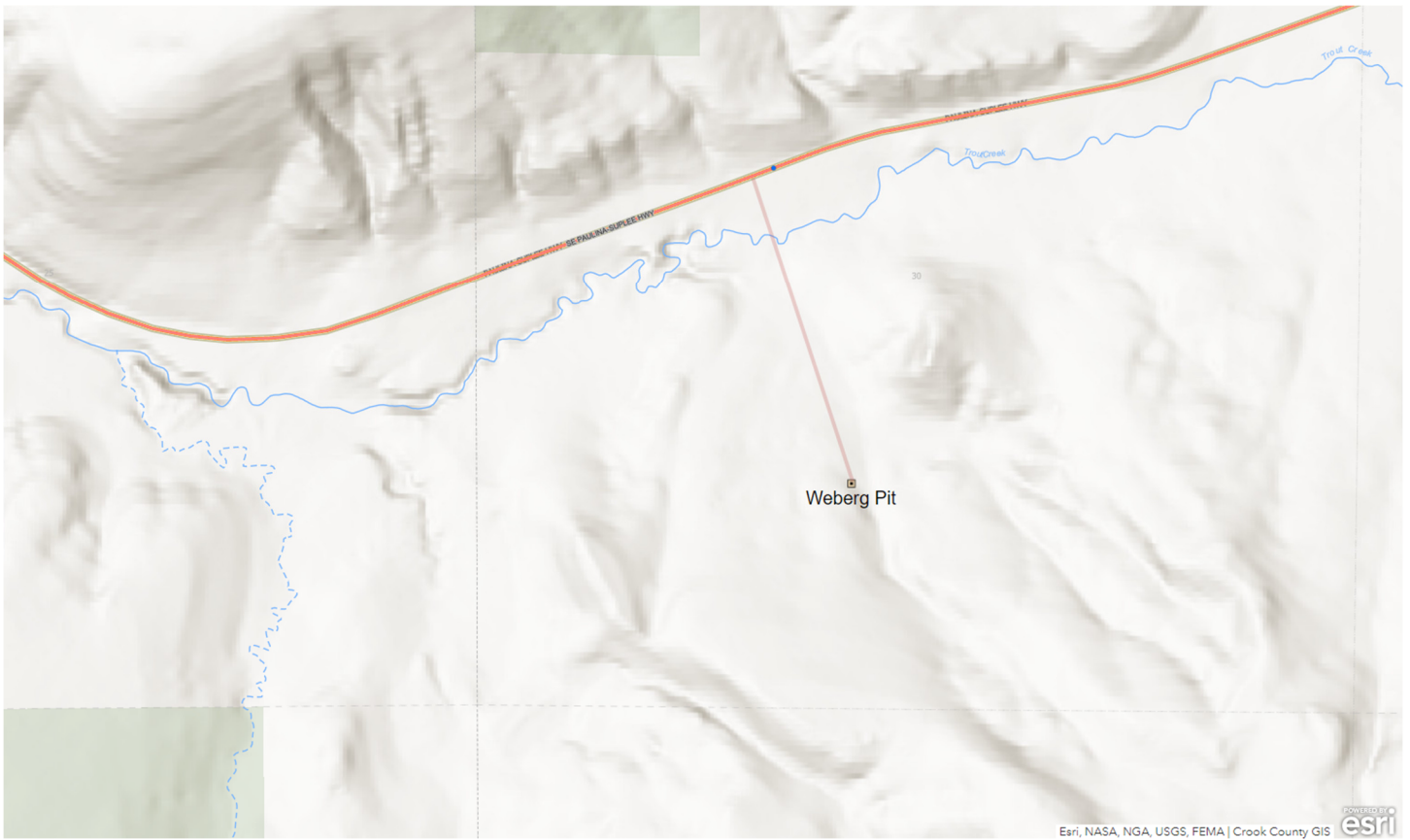
TABLE 5  
QUALITY CONTROL TEST METHODS

<u>CHARACTERISTIC</u>	<u>REQUIREMENT PARAGRAPH</u>	<u>METHOD</u>	<u>TEST    APPLICABLE AGGREGATE</u>
Extraneous Matter	3.1	Visual Examination	All
Fracture of Gravel	3.2	Visual Examination	All
Gradation	3.3	AASHTO T-27	All
Sand Equivalent	3.4	AASHTO T-176	Base & Paving
Liquid Limit	3.5	AASHTO T-89	Base only
Plasticity Index	3.5	AASHTO T-90	Base only
00680.15			
00680.16			
00680.40			

## WASTE MATERIALS AND BY-PRODUCTS

The contractor shall own no equity in any waste materials or by-products resulting from the manufacture or production of materials required in the work. All such waste materials and by-products shall be placed at the site to permit ready access by the County, not foul areas containing materials economically usable in future work, or interfere with future plant setups in connection with the use of materials from the property. Waste materials and by-products, including handling, are understood to be incidental to the production of specified material required by the contract. Payment for these incidentals is understood to be included in the payments that are to be made for specified materials required.

## LOCATION MAP



## **SECTION V**

### **Bid Schedule Form**

**SUBMIT BID SCHEDULE WITH PROPOSAL DOCUMENTS**

## **BID SCHEDULE**

**CONTRACT NO. 2023-01**

**PROJECT TITLE: ROCK CRUSHING AT Weberg PIT 2023-01**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1.	¾ - ) Rock	Tons	25,000	\$_____	\$_____
2.	1 ½ - Rock	Tons	5,000	\$_____	\$_____

**TOTAL AMOUNT OF BID \$\_\_\_\_\_**

**In case of discrepancy between unit prices and totals, the unit price will prevail.**

Crook County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Crook County's best interest. In no event shall Crook County have any liability for the cancellation of the award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

State/Local Law: This project is subject to all applicable standard public contracting provisions of ORS 279A, B, and C, and all of the attached bid documents, provisions and specifications, and to all State and Local laws and regulations, including but not limited to land use laws and regulations. Together with the contract, they shall constitute the contract package.

**\* Length and width of stockpile will be staked by Crook County Road Department \***

Name of Company\_\_\_\_\_Telephone:\_\_\_\_\_

Business Address\_\_\_\_\_

Signature:\_\_\_\_\_Print Name\_\_\_\_\_

Date:\_\_\_\_\_

**Bid Sheet, page 1 of 1**