

# Bidding Documents



**Project Name:** Jockey Room Project  
**Department:** Crook County Fairgrounds  
**Date of Issue:** February 13, 2024  
**Bids Due:** March 12, 2024, at 2:30 p.m.

**Project Manager:**

Casey Daly, Fairgrounds Manager  
[casey.daly@crookcountyor.gov](mailto:casey.daly@crookcountyor.gov)  
541-447-6575

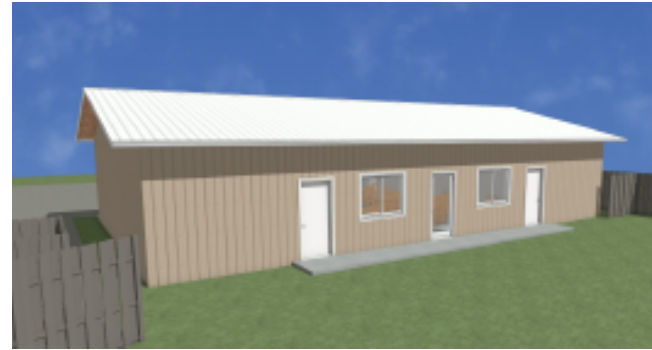
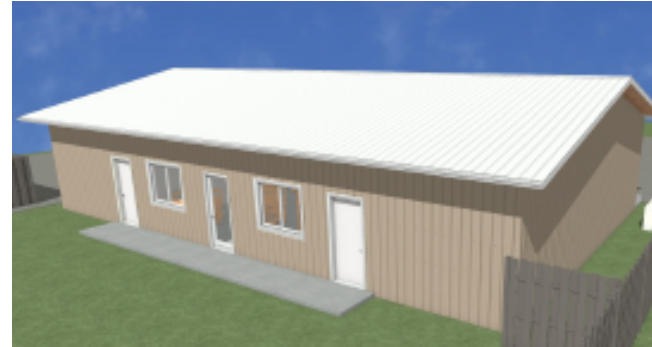
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This project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.

**SECTION I**

**BIDDING INFORMATION**

**CROOK COUNTY, OREGON  
INVITATION TO BID  
Fairgrounds Jockey Room Project**

NOTICE IS HEREBY GIVEN that Crook County, through its County Court, will open sealed bids for the Crook County Jockey Room project. **Sealed bids will be received until March 12, 2024, at 2:30 p.m.**, according to the official clock located in the Crook County Administration Office. Each bid shall be enclosed in a sealed envelope, marked "Jockey Room Project," and either hand-delivered to the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754, or mailed to Crook County, Attn: Administration Office, 300 NE 3rd St., Prineville, OR 97754. Crook County Assistant Counsel John Eisler is designated as the person to receive bids. There will be an optional pre-bid meeting at 2:00 p.m. on Thursday, February 22, 2024, at the Fairgrounds Office located at 1280 South Main Street, Prineville, OR 97754. Bidders are strongly encouraged to attend. **The bid opening will take place at 2:35 p.m. on March 12, 2024**, at the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754. Bidders may attend the opening in person. The Intent to Award will be announced during a County Court Meeting at **9:00 a.m. on Wednesday, March 20, 2024**.

Complete bidding documents and any addenda are available at no cost online at <http://co.crook.or.us/rfps> or by contacting the person to whom all inquiries regarding the project must be directed: Casey Daly, Crook County Fairgrounds Manager; 1280 South Main Street, Prineville, OR 97754; Phone: (541) 447-6575; Email: [casey.daly@crookcountyor.gov](mailto:casey.daly@crookcountyor.gov).

Each bid must be submitted in accordance with the County's bid packet and accompanied by a cashier's check, certified check, irrevocable letter of credit or bid bond, payable to Crook County, in an amount not less than **ten percent (10%)** of the amount bid. Each bid shall be submitted in a lump sum amount.

Crook County reserves the right to accept the bid and award the contract to the lowest responsible bidder which is in the best interests 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.

No bids shall be received or considered by the County unless the bidder is registered with the Construction Contractor's Board. **The bidder must identify whether it is a resident bidder under ORS 279C.365(h).**

This **is** a public work contract subject to ORS 279C.800 to 279C.870 or if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 USC 276(a)).

This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.

Published in the Central Oregonian, February 13, 2024.

## INSTRUCTIONS TO BIDDERS

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

### Submit with Bid:

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

### Submit within 2 Hours after Bid Submittal

- 1. First-Tier Subcontractors Disclosure \_\_\_\_\_

**SECTION II**

**CONTRACT DOCUMENTS**

# Bid Proposal

TO: **Crook County**

ADDRESS: **300 NE Third Street, Prineville, Oregon 97754**

PROJECT TITLE: **Jockey Room Project**

Bidder's person to contact for additional information on this bid:

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

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

CCB#: \_\_\_\_\_ Email: \_\_\_\_\_

**Bidder's lump sum bid for the Jockey Room Project is:** \_\_\_\_\_

(feel free to attach additional documentation)

For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are:

- A. Bidder's Certificate
- B. Bid Bond
- C. Non-Collusion Affidavit
- D. First-Tier Subcontractors Disclosure Form
- F. Sample Contract with Exhibits
- E. Plans and Specifications

## 1. OVERVIEW OF SCOPE OF WORK

The Crook County Fairgrounds is replacing its Jockey Room, and this Project entails the construction of a new Jockey Room facility, pursuant to the plans and specifications included herein as Exhibit E. Generally, the Project involves the construction of a new 2,088 square foot building, with a public meeting facility and two bathrooms, a mechanical room, 11 parking spaces with bump stops, and one ADA parking space.

***This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.***

## **2. PROCUREMENT TIMETABLE**

The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for proposer information only. Required dates for submittals and any other activities are provided elsewhere in this Bid Packet. The County reserves the right to change this schedule or terminate the entire procurement at any time.

- Procurement document for bidding will be available: Tuesday, February 13, 2024.
- Pre-Bid Walkthrough: Thursday, February 22, 2024, at 2 p.m.
- Bid closing date and time: Tuesday, March 12, 2024, at 2:30 p.m.
- Bid opening date and time: Bids will be publicly opened and read aloud on Tuesday, March 12, 2024, at 2:35 p.m. local time as determined by the official clock located in the Crook County Administration Office. The apparent low bidder will be announced at that time.
- Contract award: Intent to award will be announced during a County Court Meeting on Wednesday, March 20, 2024, at 9:00 a.m.
- Anticipated construction start date: Thursday, March 28, 2024.
- Required final completion date: Friday, July 26, 2024.

## **3. PROJECT COORDINATOR POINT OF CONTACT**

Questions should be directed to Casey Daly, Fairgrounds Manager, at [casey.daly@crookcountyor.gov](mailto:casey.daly@crookcountyor.gov); or 541-447-6575. Mr. Daly's office is located at 1280 South Main Street, Prineville, Oregon 97754. Information obtained from the Fairgrounds Manager or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than eight (8) days before the date fixed for opening bids.

## **4. OPTIONAL SITE VISIT AND PRE-PROPOSAL WALK-THROUGH**

There is an optional site visit and pre-bid walk-through on Thursday, February 22, at 2:00 p.m., meeting at the Fairgrounds Office at 1280 South Main Street, Prineville, OR 97754. Bidders are strongly encouraged to attend.

## **5. PROCUREMENT DOCUMENTS**

The Bid Packet is available on the Crook County website under Government/Resources tab at <https://co.crook.or.us/rfps> or via email request to [casey.daly@crookcountyor.gov](mailto:casey.daly@crookcountyor.gov) or calling 541-447-6575.

## **6. ADDENDA**

This Bid Packet may be changed only by a written addendum issued by the County.

Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than March 5, 2024. Failure of a prospective bidder to respond to timely-noticed addenda in their proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

## **7. BIDDING PROCEDURES AND PREPARATION OF BIDS**

- Lump Sum Bids are to be addressed to: Crook County Jockey Room Project, c/o John Eisler, Assistant County Counsel, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE 2nd Street, Prineville, Oregon 97754, and must be received no later than 2:30 p.m. on March 12, 2024. Bids will be opened at the Administration Office at 2:35 p.m. on March 12, 2024.
- Responses to this Bidder's Proposal must be submitted in a sealed envelope or a box labeled with contents indicated. Electronic submissions will not be accepted. Any proposals received after 2:30 p.m. on March 12, 2024, will not be considered. Postmarks will not be used as a basis for determining timely delivery. Faxed or emailed submittals will not be accepted.

## **8. EVALUATION AND ACCEPTANCE OF BID (AWARD)**

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the Notice of Intent to Award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto as Exhibit F, and incorporated herein by reference.

## **9. NOTICE TO PROCEED AND CONSTRUCTION TIME**

The County will send the Contractor the written Notice to Proceed. The Contractor agrees to begin work within one week of the date of the Notice to Proceed.

## **10. PREVAILING WAGE RATES**

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). The State Prevailing Wage Rate applies and is attached to the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor



must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

### **11. FIRST-TIER SUBCONTRACTORS**

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit D and shall be submitted within two (2) hours of bid closing.

### **12. UNDETECTED ENVIRONMENTAL CONDITIONS**

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

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

### **13. LIQUIDATED DAMAGES**

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

### **14. RIGHTS RESERVED BY THE COUNTY**

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

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;

- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Take whatever other action it deems in its best interest;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;
- All proposals shall become the property of the County and will not be returned to the bidder; and
- All bids and proposals are subject to Oregon Public Records law.

This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, service, or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all, or none of the applicants, or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge.

It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

#### **15. HOLD HARMLESS**

The bidder agrees to indemnify, defend, and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits, and judgments arising out of, or relating from, the fault of the bidder, the bidder's agents, representatives, or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County, or the County's property, in connection with the contract, and agrees to assume responsibility should lien or claim be filed.

## **16. BID SECURITY**

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

## **17. PERFORMANCE AND PAYMENT BONDS**

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract, and a payment bond in an amount equal to the full contract price (or value as determined by the County), shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **18. BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid Package are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the County, and that the Bid is made without any connection or collusion with any person submitting another Bid on this project.

The Bidder further declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid Package.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a

Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for themselves, and to their complete satisfaction, all information concerning site conditions.

Each Bidder shall inform themselves of, and the Bidder awarded a Contract shall comply with, all federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

**19. BIDDER'S INFORMATION**

The name of the Entity submitting this Proposal is: \_\_\_\_\_, doing business at \_\_\_\_\_.

This is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgement of Addenda numbers: \_\_\_\_\_

**If sole proprietor or partnership:**

IN WITNESS hereto the undersigned has set its hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Title: \_\_\_\_\_

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

**If Corporation or LLC:**

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its signature affixed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Title: \_\_\_\_\_

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

# BIDDER CERTIFICATE

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

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## Lawful Operation

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits. Moreover, Bidder certifies conformance with all federal, state, and local laws and regulations, executive orders, and ordinances applicable to the work under the Contract Documents.

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## Public Contracting Laws and Prevailing Wages

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code chapter 3.12 for public improvements and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation. Moreover, Bidder will comply ORS 279C.838, 279C.840, or 40 USC 3141 to 3148 regarding wages.

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## Construction Contractors Board (CCB)

Bidder is in compliance with requirements for construction contractors and is licensed and bonded with the Construction Contractors Board as follows:

CCB Registration No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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## Non-Discrimination

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

**CHECK ONE:** Bidder states that it:

Has discriminated or will discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

///

### Resident Bidder

A “resident bidder” is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

**CHECK ONE:** Bidder  is  is not a resident bidder.

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### Oregon Tax Laws

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

**CHECK ONE:** Bidder states that it:

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

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

Bidder is currently in violation of Oregon Tax laws.

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### Drug Testing

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

Bidder certifies that:

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

**CHECK ONE:** Bidder states that it:

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

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

**Insurance**

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

**CHECK ONE:** Bidder states that it:

Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

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**Public Works Bond**

Bidder certifies that it is in compliance with ORS 279C.826 Statutory Public Works Bond for contractor and all subcontractors.

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**STATEMENT REGARDING CERTIFICATIONS**

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 by the Crook County Court as fraudulent concealment of the true facts relating to the submission of bid proposals for the contract.

***I, the undersigned, a duly authorized representative of Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions, representations, and all statements therein contained are true and correct.***

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

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

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

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Phone: \_\_\_\_\_

**OREGON BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

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

hereinafter called the PRINCIPAL, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_,

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

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

are held and firmly bound unto \_\_\_\_\_

hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

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

**THE CONDITION OF THIS BOND IS SUCH THAT:**

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

Attorney-in-Fact



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

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

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

SUBSCRIBED AND SWORN TO before this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE**



PROJECT NAME: Crook County Jockey Room Project

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): \_\_\_\_\_

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

**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:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) 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, estimated 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).
- (2) 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:
- (3) 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.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

## 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 the Project Manager, under authority and within the meaning and purpose of this contract. The contract documents and bid specifications provided in the bid proposal document, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s bid proposal are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for this project is \* **AND \* /100 DOLLARS (\$\*)**, 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 all of which are incorporated herein by reference. All of said plans and specifications, the required bonds, Workers Compensation coverage and insurance coverage documents, and this contract and its attachments (**Attachments A through F\*???**), constitute the contract documents.

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 \*. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars (\$100) per calendar day shall be assessed if work is not completed and accepted on \*. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.

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. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590, shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **CROOK COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840.

8. **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).

9. 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.

10. The **CONTRACTOR** shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the **CONTRACTOR**, the **COUNTY**, or to others on account of the negligence or misconduct of the **CONTRACTOR** or any Subcontractor under the Contract. The **CONTRACTOR** shall indemnify and save harmless the **COUNTY**, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the **CONTRACTOR** or any Subcontractor under the Contract or any way arising out of the Contract, to the extent caused by the negligence or misconduct of the **CONTRACTOR**, or any Subcontractor under the Contract. **CONTRACTOR** shall not be required to indemnify under this paragraph to the extent damages are caused in whole or in part from the negligence of the **COUNTY**, its officials, agents, and employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate **CONTRACTOR'S** obligations in this paragraph.

11. 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.

12. 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.

13. **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**.

14. **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.

15. **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.

16. **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.

17. 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.

18. **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.

19. **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.

20. **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.

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

22. 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.

23. **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.

24. 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.

25. **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.

26. 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.

27. 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.

28. **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.

29. 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.

30. 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.

31. **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.

32. **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**.

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

34. **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.

35. **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.

36. **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.

37. **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 provides 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.

38. 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.

39. 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**.

40. 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.

41. 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.

42. 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.

43. 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.

44. **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.



45. **CONTRACTOR** shall comply with the prevailing wage rates of the State of Oregon, currently in effect and as amended, governing all covered workers for all work on said property project and shall hold **CROOK COUNTY** harmless therefrom. Prevailing wage law includes but is not limited to ORS 279C.800 - 279C.870.

- (a.) The prevailing wage rates for Crook County (Region 10) are to be paid workers employed in the performance of the contract, either by **CONTRACTOR** or subcontractor (see **Section III**).
- (b.) A fee is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by Crook County pursuant to paragraph 8.

46. 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**

**CROOK COUNTY**

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

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

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

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

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

\_\_\_\_\_  
Susan Hermreck, County Commissioner

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

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

Date \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Performance Bond

Crook County \*Project
Contract No.: \*

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

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

Attach additional signature page for Surety if using multiple bonds

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

Surety's Seal Must Be Affixed

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

Payment Bond

Crook County \*Project
Contract No.: \*

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

Oregon Bureau of Labor and Industries

# Prevailing Wage Rates for Public Works Contracts

Christina E. Stephenson  
Labor Commissioner  
Rates Effective January 5, 2024





CHRISTINA E. STEPHENSON  
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 5, 2024.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free, informational seminars and webinars for contractors and public agencies. Contact us at [PWR.Email@boli.oregon.gov](mailto:PWR.Email@boli.oregon.gov) or (971) 245-3844.

Christina E. Stephenson  
Labor Commissioner

#### More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential public works projects in Oregon.

A separate document, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli>, as well as additional information, supporting documents, and forms.

Please contact us at [PWR.Email@boli.oregon.gov](mailto:PWR.Email@boli.oregon.gov) or (971) 245-3844, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates

Portland • Salem • Eugene

[oregon.gov/boli](https://www.oregon.gov/boli)  
Help@boli.oregon.gov

971-245-3844  
Ore. Relay TTY: 711



BUREAU OF LABOR AND INDUSTRIES  
WAGE AND HOUR DIVISION

PAYROLL/CERTIFIED STATEMENT FORM WH-38  
FOR USE IN COMPLYING WITH ORS 279C.845\*

PRIME CONTRACTOR  SUBCONTRACTOR  PAYROLL NO. \_\_\_\_\_

Business Name (DBA): \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Street Address: \_\_\_\_\_ Project Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Project County: \_\_\_\_\_

Date Pay Period Began: \_\_\_\_\_ Date Pay Period Ended: \_\_\_\_\_

**THIS SECTION FOR PRIME CONTRACTORS ONLY** **THIS SECTION FOR SUBCONTRACTORS ONLY**

Public Contracting Agency Name: Phone: ( ) Date Contract Specifications First Advertised for Bid: Contract Amount:	Subcontract Amount: Prime Contractor Business Name (DBA): Prime Contractor Phone: ( ) Prime Contractor's CCB Registration Number: Date You Began Work on the Project:
---	---

(1)	(2)		(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
			HOURS WORKED EACH DAY														
			TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM								
		OT															
		ST															
		OT															
		ST															
		OT															
		ST															
		OT															
		ST															

\*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

**CERTIFIED STATEMENT**

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

I, \_\_\_\_\_,  
 \_\_\_\_\_ (NAME OF SIGNATORY PARTY) (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ (CONTRACTOR, SUBCONTRACTOR OR SURETY)  
 on the \_\_\_\_\_; that during the payroll  
 period \_\_\_\_\_ (BUILDING OR WORK)  
 commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_  
 day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been  
 paid the full weekly wages earned, that no rebates have been or will be made  
 either directly or indirectly to or on behalf of said \_\_\_\_\_

\_\_\_\_\_ (CONTRACTOR, SUBCONTRACTOR OR SURETY)  
 from the full weekly wages earned by any person, and that no deductions have  
 been made either directly or indirectly from the full wages earned by any person,  
 other than permissible deductions as specified in ORS 652.610, and as defined in  
 Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under  
 the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat.  
 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the  
 above period are correct and complete; that the wage rates for workers contained  
 therein are not less than the applicable wage rates contained in any wage  
 determination incorporated into the contract; that the classifications set forth  
 therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a  
 bona fide apprenticeship program registered with a state apprenticeship agency  
 recognized by the Bureau of Apprenticeship and Training, United States  
 Department of Labor, or if no such recognized agency exists in a state, are  
 registered with the Bureau of Apprenticeship and Training, United States  
 Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS  
 THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

\_\_\_\_\_  
 (NAME AND TITLE)

**In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

(SIGNATURE AND DATE)

SAMPLE

**FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT  
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.  
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: [WWW.OREGON.GOV/BOLI](http://WWW.OREGON.GOV/BOLI).**





STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_

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

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

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

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

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

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

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

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Surety by:

Principal by:

\_\_\_\_\_, (Seal)
Company Name

\_\_\_\_\_
Name

\_\_\_\_\_
Signature

\_\_\_\_\_
Signature

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

\_\_\_\_\_
Title

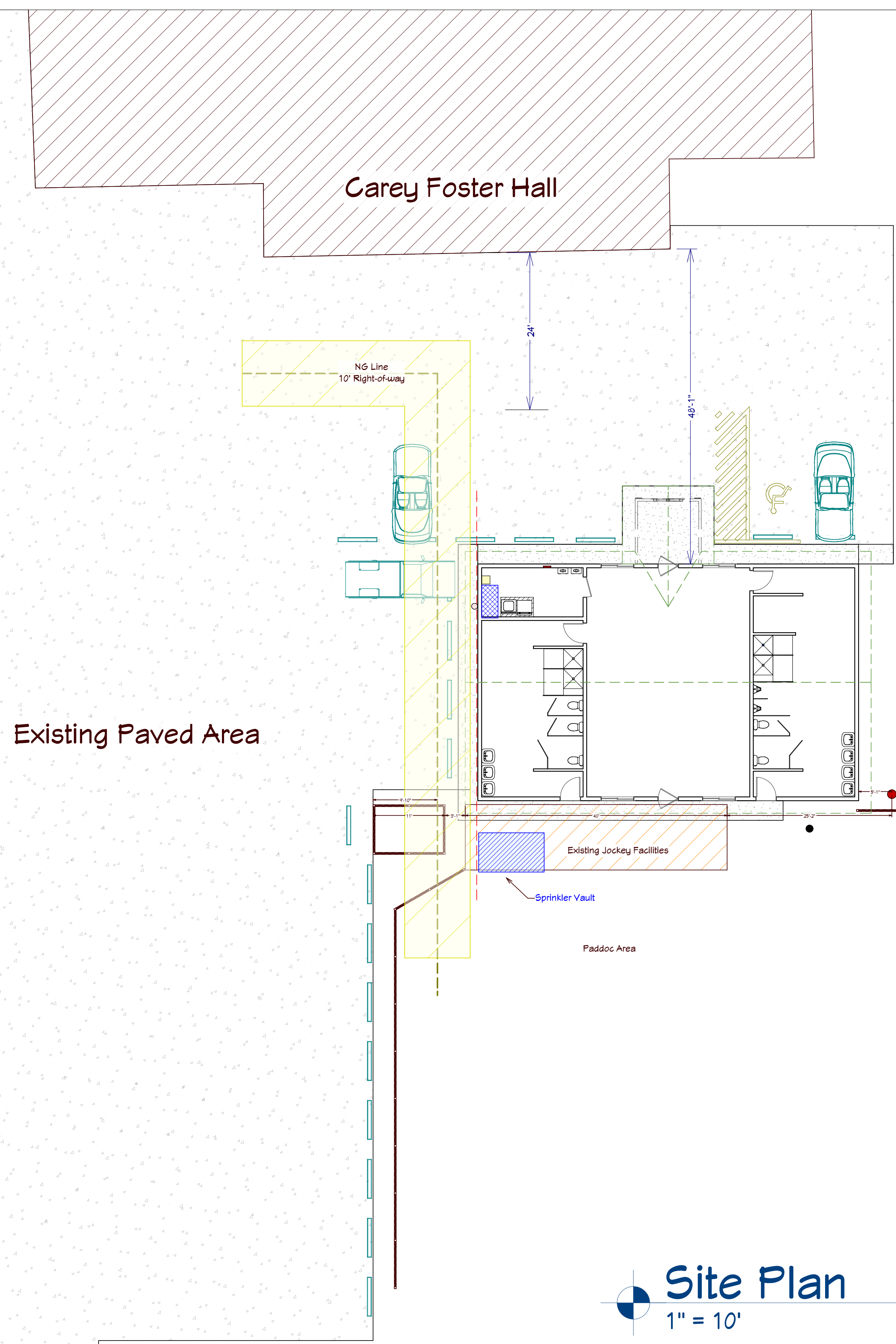
\_\_\_\_\_
Address

\_\_\_\_\_
Address

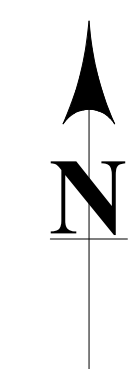
\_\_\_\_\_
City State Zip

\_\_\_\_\_
City State Zip

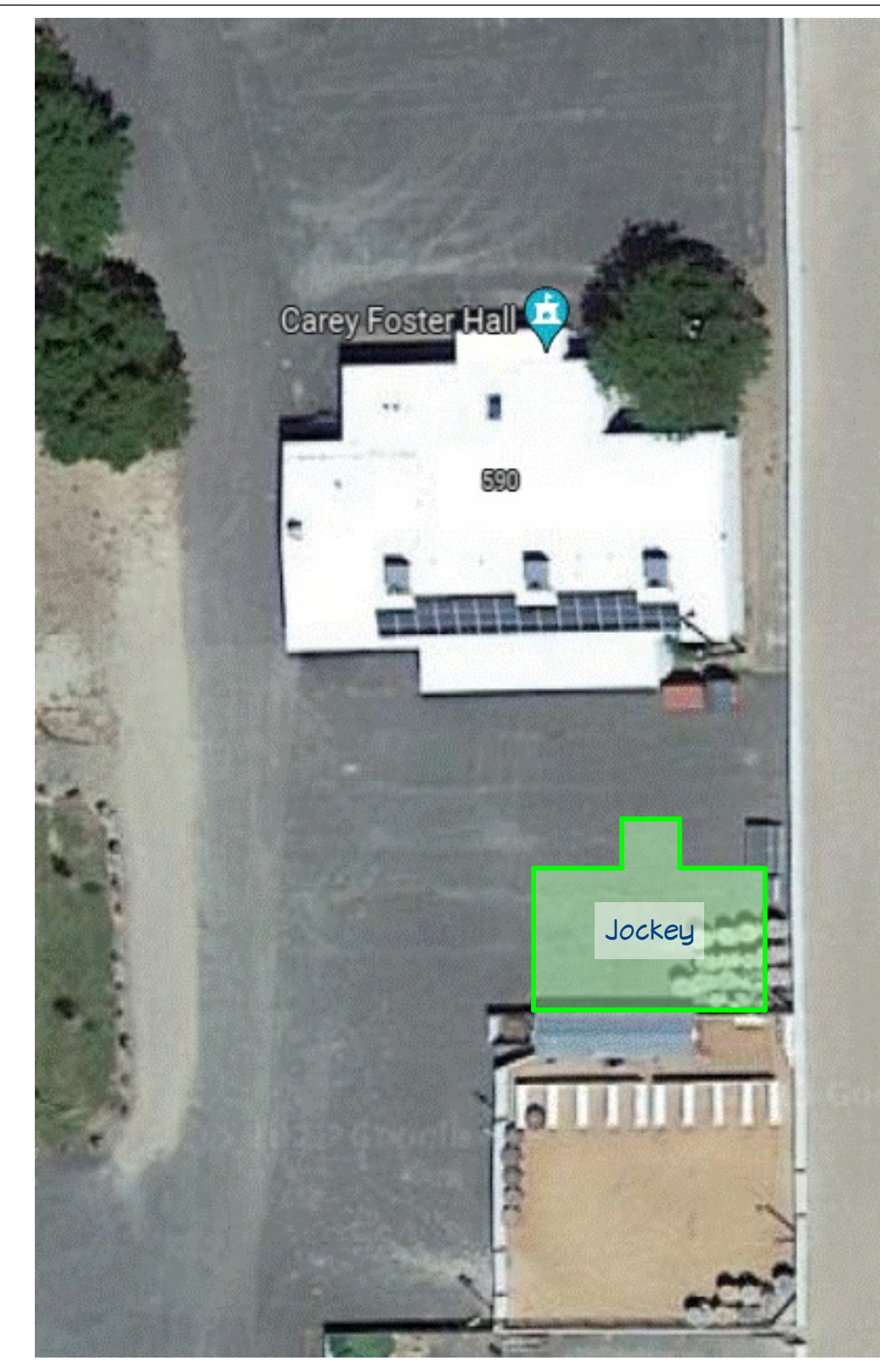
SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621



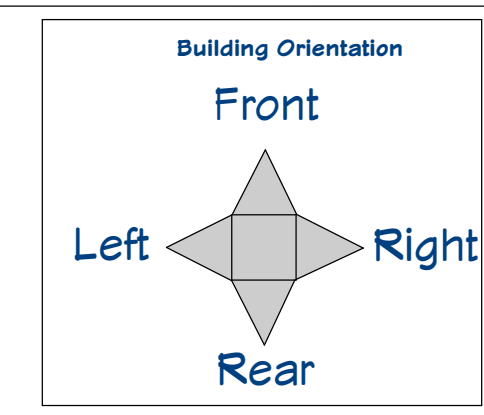
**Site Plan**  
1" = 10'



Fairgrounds Tax Map



Satellite View



Public Meeting Facility and Bathrooms.  
New Traditional Wood Framed Construction.

Total Heated: 2,088 sqft  
Covered Entry: 120 sqft  
Total Building 2,088 sqft

Design Conditions:

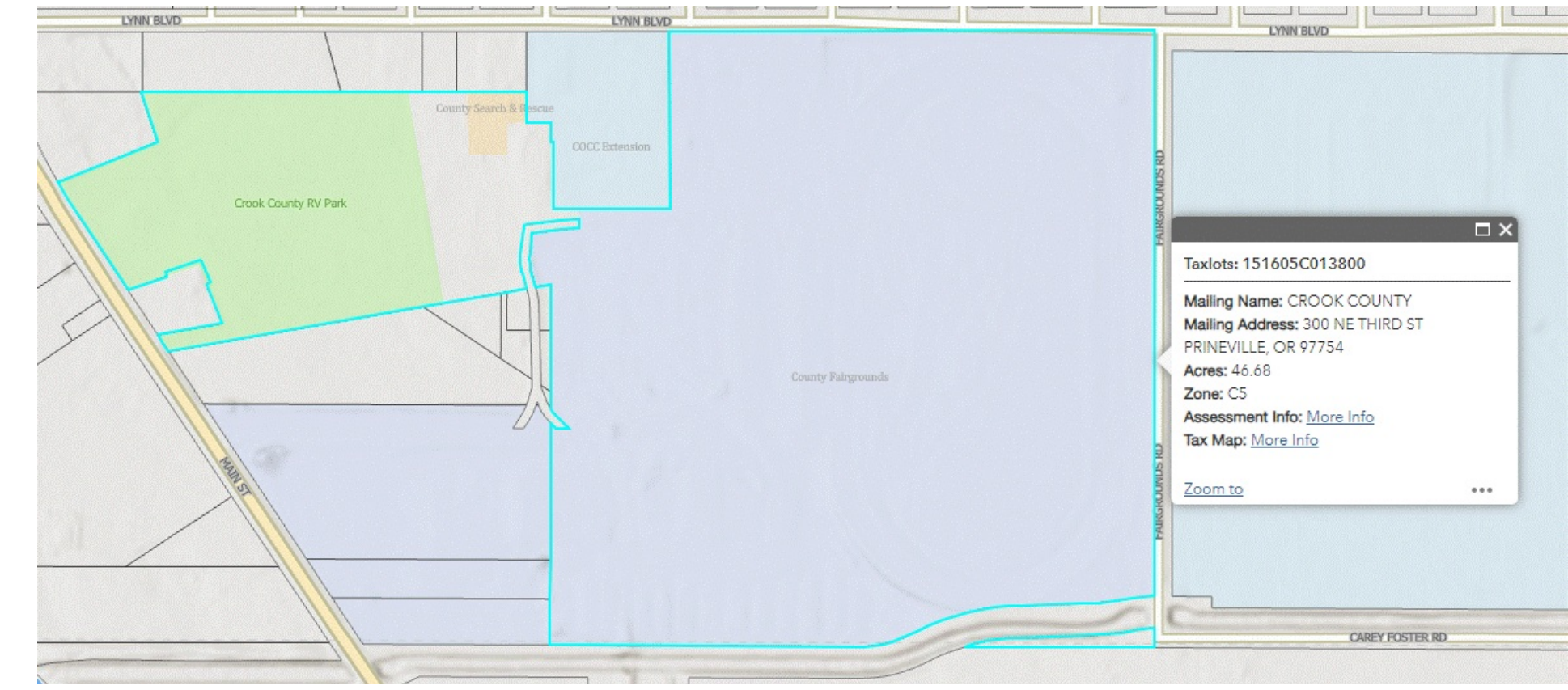
Elevation	2,998ft
Wind Speed	98mph
Snow Load Ground	14
Seismic Category	B
Weathering	Severe
Frost Line	18"
Decay	Slight
Air Freezing Index	2,000
Exposure all Sides	C

Proposed work:

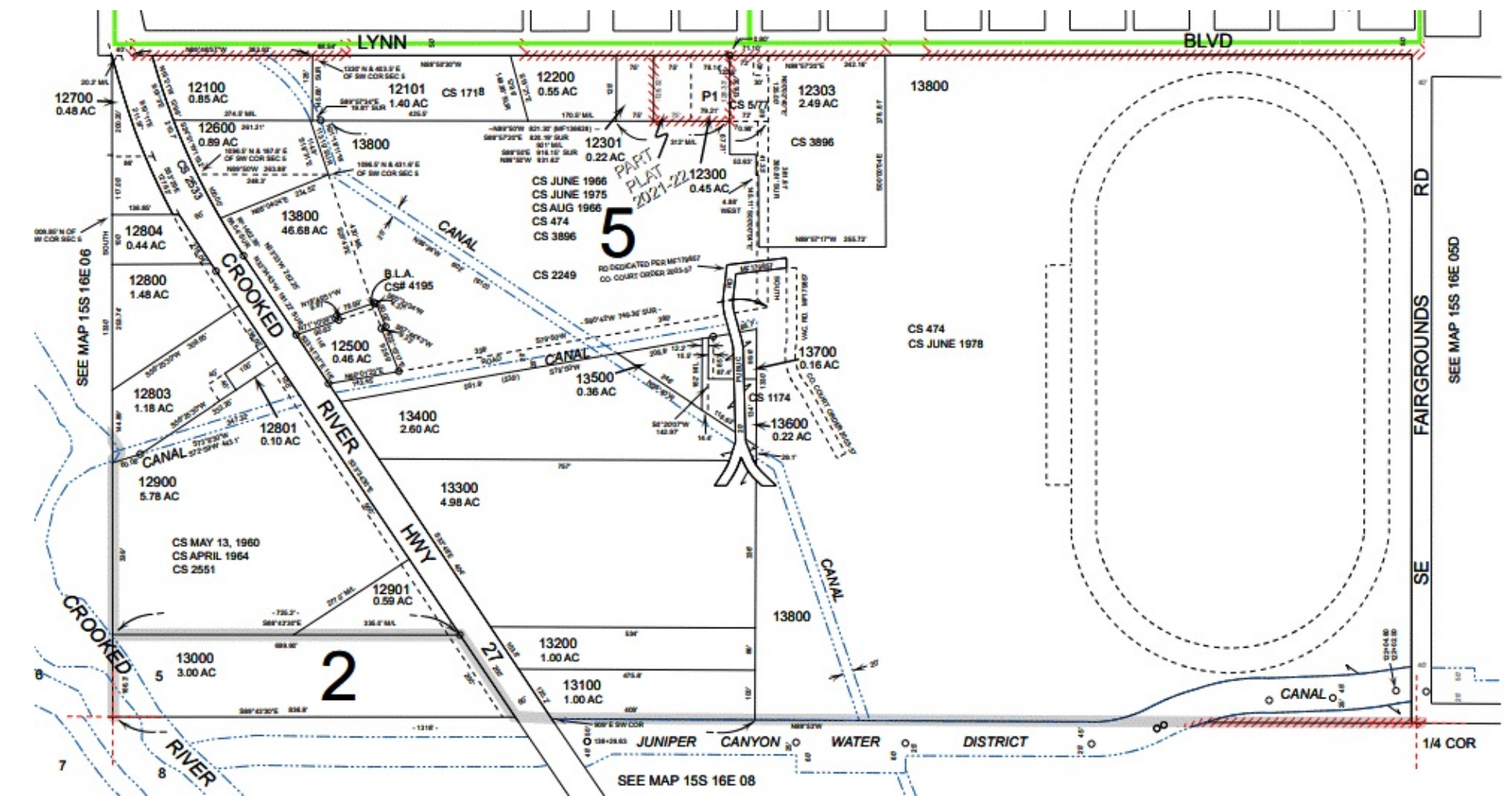
- Construct New Jockey Facility
- Meeting Area, 2 Bathrooms, Mechanical Room
- (1) ADA Parking Space
- 11 Parking Spaces w/Bump Stops

Acre	46.68
Zone	C5
Setbacks	Front'
	Side
	Rear'
	Height'
	Sewer
Water	Public
Major Features	No Major Features
Slopes	<1%

- Exterior Light -1
- P/L - P/L - Property Boundary
- - - - - Setback Line
- - - - - Existing Underground Power Feed
- - - - - Existing Water Line



Tax Lot 13800



OWNER INFO:  
CROOK COUNTY  
300 NE Third Street  
Prineville, OR 97754  
1-541-419-6706  
Email: XXXX@gmail.com  
Contact: Casey Daily

PROJECT INFO:  
Job Site  
1280 South Main Street  
Prineville, OR 97754  
Acct# 12019  
Tax Lot: 151605C013800

PROJECT:  
**Jockey Facility**

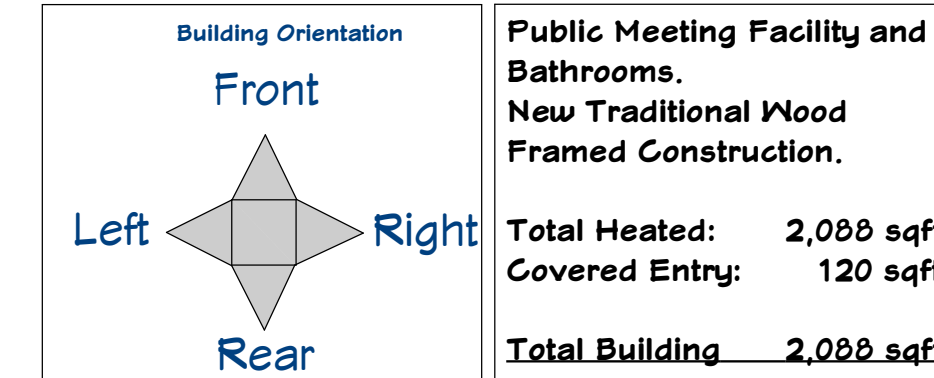
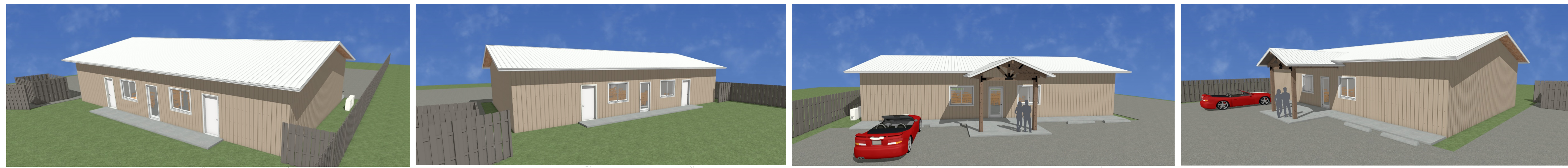
Street:  
**Site Plan**

DRAWINGS BY:  
**Matt's Drafting**  
Matthew Hagdom  
344 Nu Saddle Ridge Loop  
Prineville, OR 97754  
541-325-3491  
Matt4drafting@gmail.com



DATE:  
1/2/2024

SHEET:  
**A-1**



**Design Conditions:**

Elevation	2,998ft
Wind Speed	98mph
Snow Load Ground	14
Seismic Category	B
Weathering	Severe
Frost Line	18"
Decay	Slight
Air Freezing Index	2,000
Exposure all Sides	C

**Framing Notes:**  
Plans are Diagrammatic in nature.  
-There will be questions not answered on the plans.  
-There will be areas not detailed on the plans.  
All Lumber- Douglas Fir & Larch #2 Kiln Dried  
Studs- 2x6, 16" oc max  
7/16" OSB Plywood Sheathing min  
Nails Framing- 10D 3" min  
Sheathing- 8D 2 3/8" min  
All Beams Shall Be Positively Connected to Bearing Surfaces where needed  
Examples are SDPWS, SDPWC Screws, or straps  
All Hangers are Simpson if needed  
All Hangers installed as per manufacturer specifications

**Proposed work:**

- Construct New Jockey Facility
- Meeting Area, 2 Bathrooms, Mechanical Room

Building:	2,088sqft
Meeting:	916sqft
Men's Bath:	586sqft
Women's Bath:	450sqft
Mechanical:	136sqft
Entry:	120sqft

Acre	46.68
Zone	C5
Setbacks	Front'
	Side
	Rear'
	Height'
	Sewer
Water	Public
Major Features	No Major Features
Slopes	<1%

OWNER INFO:  
CROOK COUNTY  
300 NE Third Street  
Prineville, OR 97754  
1-541-419-6706  
Email: XXXX@gmail.com  
Contact: Casey Daily

PROJECT INFO:  
Job Site  
1280 South Main Street  
Prineville, OR 97754  
Acct# 12019  
Tax Lct: 151605C013800

PROJECT:  
**Jockey Facility**

Sheet:  
**Floor Plan**

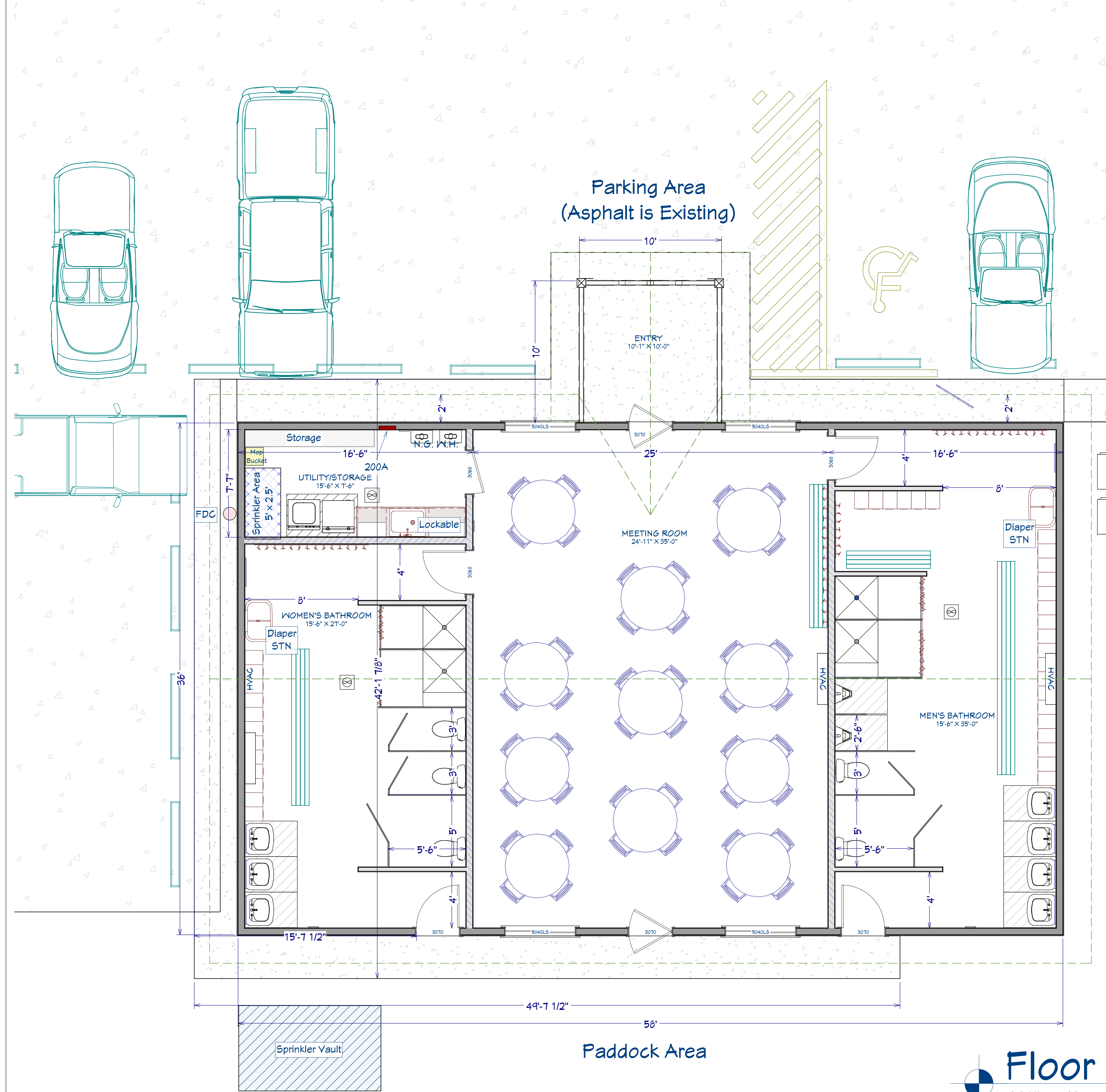
DRAWINGS BY:  
**Matt's Drafting**  
Matthew Hagedorn  
344 Nw Saddle Ridge Loop  
Prineville, OR 97754  
541-325-3491  
Matt4drafting@gmail.com



DATE:  
1/2/2024

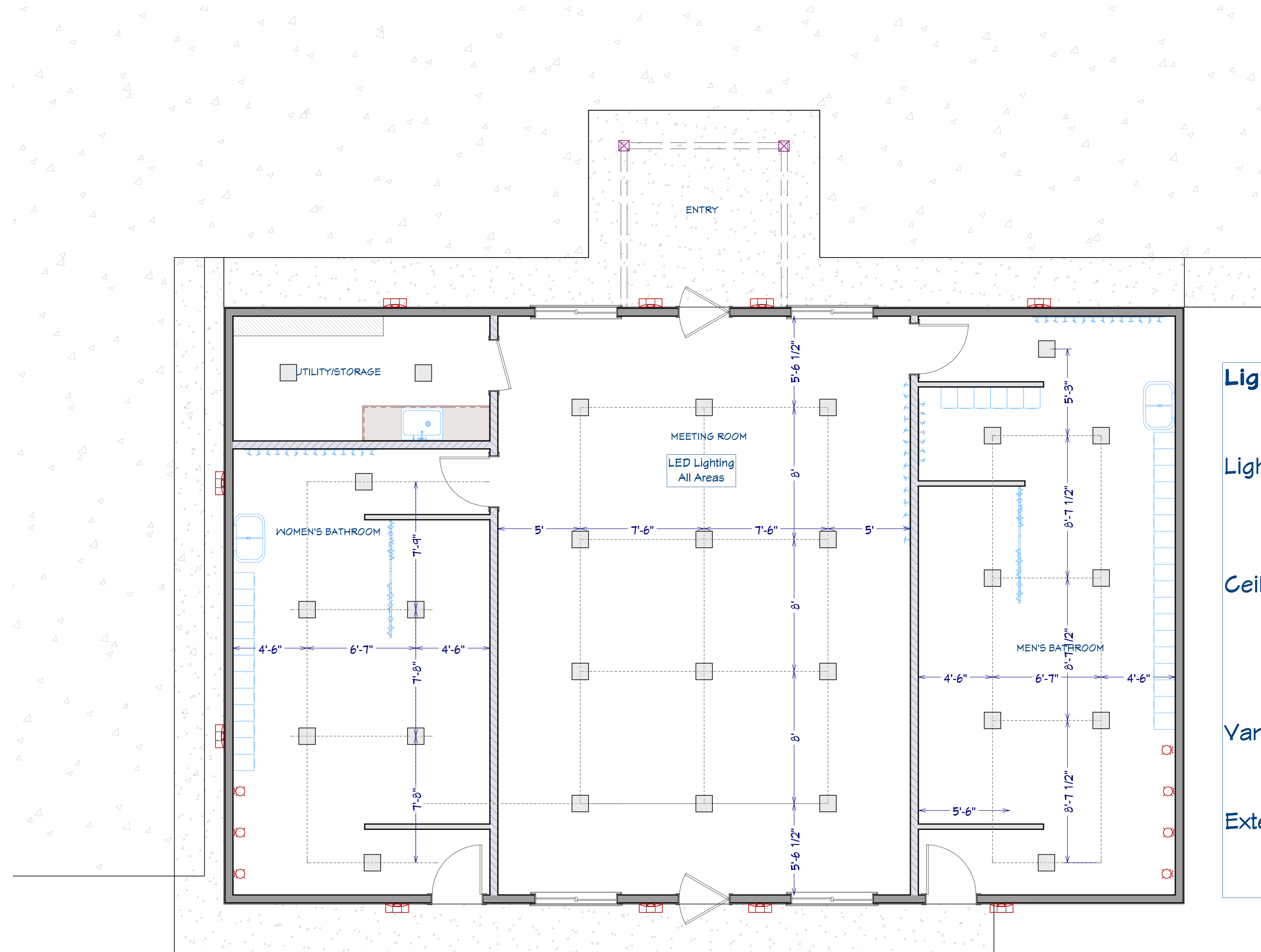
SHEET:  
**A-2**

- Notes:**
- Roofing: Sheet Metal W/ Exposed Fasteners, White
  - Siding: Sheet Metal W/ Exposed Fasteners, Tan
  - Exterior Trims Roof: Metal
  - Exterior Trims Siding: Metal
  - Entry Porch: Exposed Beam With 1 1/2" T+G Decking
  - Ceiling Height: 10' Walls 121 1/8"
  - Ceiling Finish: Sheetrock Orange peel
  - Wall Finish: Meeting Area -Sheetrock -Orange peel, W/ Chair-Rail @ 36"
  - Bathrooms- FRP wall Paneling
  - Mechanical- Sheetrock -Orange peel
  - Floor: Mono Four Concrete
  - Floor Finish: Smooth Concrete
  - HYAC: Non-Skid Spray Coating Shower Area  
Mini Split Heating and Cooling  
220v Wall Heaters Each Room (Backup Heat)
  - Fire Sprinklers: Exposed Below Ceiling
  - Power Demand: 200Amp Panel
  - Venting: Bathrooms, Commercial bath fans on humidistat's (Sized By HYAC)  
80 CFM, Humidistat, timer  
Mud set Drains after Floor Pour  
Floor Mount  
(1) ADA Compliant each Bath W/Grab Bars  
Wall Mount
  - Sinks: Vinyl, 5040LS, White
  - Windows: Vinyl, 5040LS, White
  - Doors: Entry Front + Rear  
Aluminum, 7' Dual Swing Store Front W/ panic hardware + closure  
Keyed Deadbolt  
Exterior Bath Rear-  
Steel, 7' In-swing  
Commercial Keyed Latch + closure  
Interior Bath Doors-  
Steel, 7' In-Swing  
Pull Handles  
Mechanical Room Door-  
Steel, 7' In-Swing  
Commercial keyed latch
  - Lockers: Metal, Gym Style 12"x66"



**Floor Plan**  
1/4" = 1'





**Lighting Notes:**  
 See lighting sheets attached

**Lighting:**  
 All Lighting LED  
 LED Temperature 4,000K

**Ceiling Fixtures (28)**  
 TCP LED Slim Flush Mount Fixtures  
 FLUSH MT SQ 24W CCT SELECT Model FMS12NIC  
 2,163 Lumens, 24 watts  
 6" Can Lights in ceiling 12" lighting fixtures

**Vanity Lights (7)**  
 PROGRESS LIGHTING  
 Replay P2158-09

**Exterior Lights Downcast Dark Sky Rated (10) Total**  
 Kichler Model 9236AZ  
 Architectural Bronze, 5.57" x 7.75", BR-40 Bulb

**Lighting Plan**  
 1/4" = 1'

OWNER INFO:  
 CROOK COUNTY  
 300 NE Third Street  
 Prineville, OR 97754  
 1-541-419-6706  
 Email: XXXX@gmail.com  
 Contact: Casey Daily

PROJECT INFO:  
 Job Site  
 1280 South Main Street  
 Prineville, OR 97754  
 Acct# 12079  
 Tax Lot: 151605C013800

PROJECT:  
**Jockey Facility**

Sheet:  
**Lighting Plan**

DRAWINGS BY:  
**Matt's Drafting**  
 Matthew Hagedorn  
 344 Nu Saddle Ridge Loop  
 Prineville, OR 97754  
 541-325-3917  
 Matt4drafting@gmail.com



DATE:  
 1/2/2024

SHEET:  
**A-3**

Building Orientation

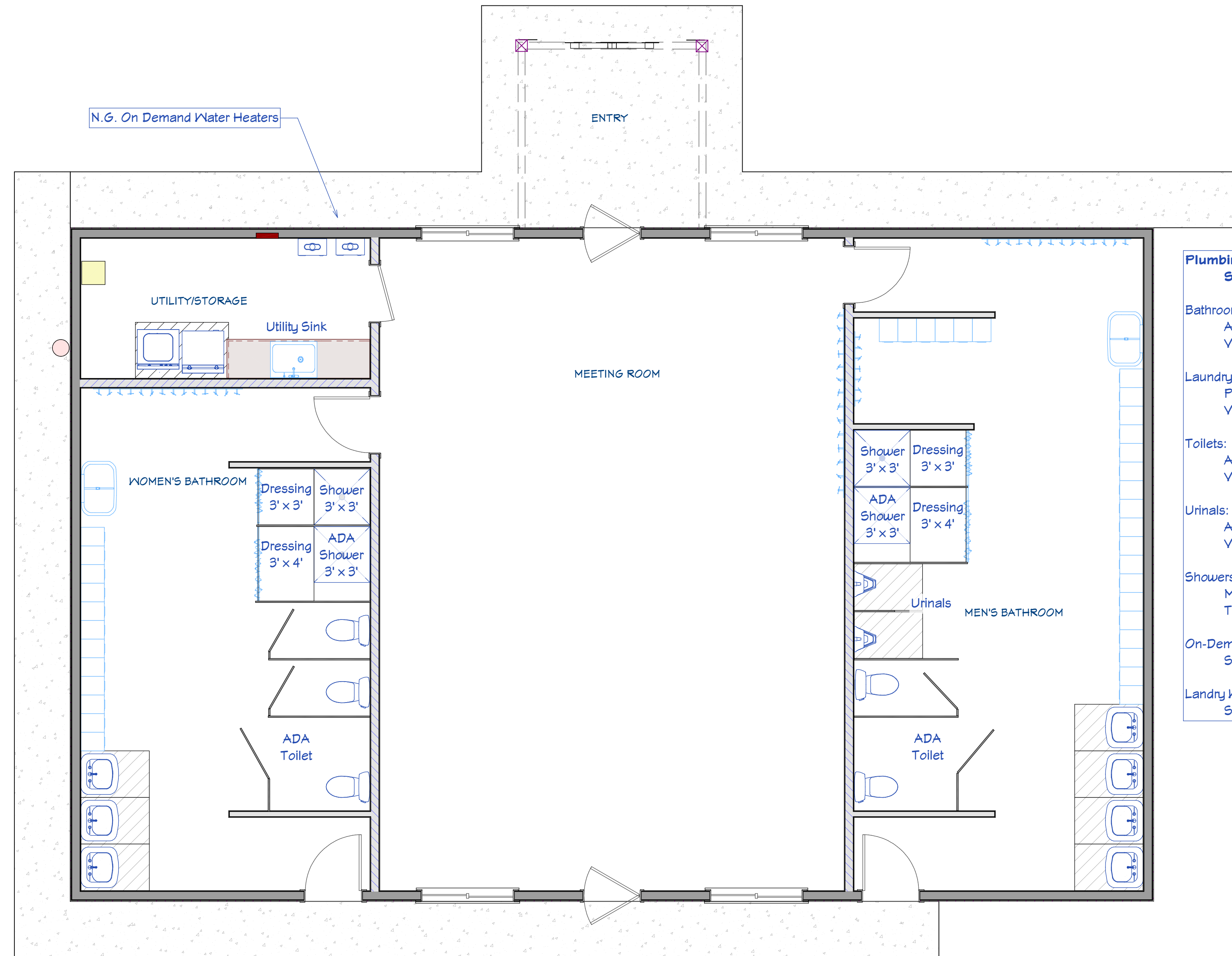
Front

Left Right

Rear

Public Meeting Facility and Bathrooms.  
New Traditional Wood Framed Construction.

Total Heated: 2,088 sqft  
Covered Entry: 120 sqft  
Total Building 2,208 sqft



**Plumbing Notes:**  
See plumbing fixture order sheet attached

**Bathroom Sinks:** (7)  
American Standard, Lucerne, Wall Mount, White, 3- hole, MFG part # 035502T.020  
Valve: American Standard, Reliant, Centerset, Chrome, MFG Part # T385000.002

**Laundry Room Sink:** (1)  
Proflo, Bealeton 3 hole, Drop-in, Stainless MFG Part # PFSR252263  
Valve: Cleveland Faucet Group, Cornerstone MFG part # 40617

**Toilets:** (5)  
American Standard, Madera MFG Part # 3043001.020  
Valve: American Standard, Ultima 1.28gpf, Manual, Chrome

**Urinals:** (2)  
American Standard, Washbrook, Top Spud White MFG Part # 6590001EC.020  
Valve: American Standard, Ultima 0.5gpf Manual Flush, chrome Item # T960332

**Showers:** (4)  
Mud Set Shower, Concrete, 36" x 36"  
Trim: Delta, Ashlyn, Chrome, Item # 4918953

**On-Demand Water Heaters:** (2)  
Specked By Plumber, Natural Gas

**Landry Washer Box:**  
Specked By Plumber

OWNER INFO:  
CROOK COUNTY  
300 NE Third Street  
Prineville, OR 97754  
1-541-419-6706  
Email: XXXX@gmail.com  
Contact: Casey Daily

PROJECT INFO:  
Job Site  
1280 South Main Street  
Prineville, OR 97754  
Acct# 12019  
Tax Lot: 151605C013800

PROJECT:  
**Jockey  
Facility**

Sheet:  
**Plumbing  
Plan**

DRAWINGS BY:  
**Matt's Drafting**  
Matthew Hagedorn  
344 Nw Saddle Ridge Loop  
Prineville, OR 97754  
541-325-3917  
Matt4drafting@gmail.com



DATE:  
1/2/2024

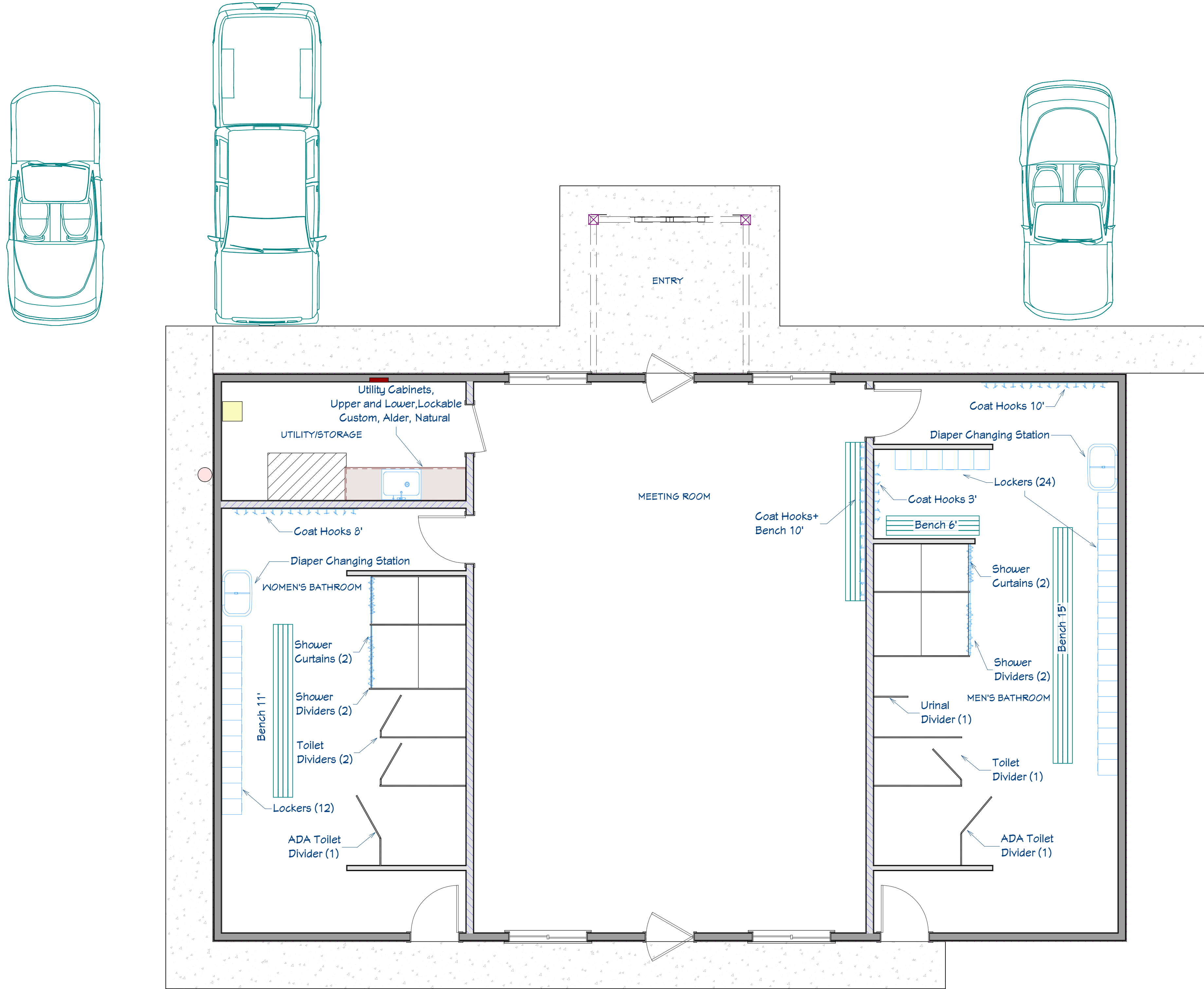
SHEET:  
**A-4**

**Plumbing Plan**  
1/4" = 1'

Building Orientation  
 Front  
 Left Right  
 Rear

**Public Meeting Facility and Bathrooms.**  
**New Traditional Wood Framed Construction.**

Total Heated: 2,088 sqft  
 Covered Entry: 120 sqft  
 Total Building 2,208 sqft



**Interior Fixtures Notes:**

**Baby Changing Station:**  
 Koala Kare KB300-00 Beige Horizontal Baby Changing Station

**Interior Cabinets:**  
 Upper and lower cabinets shall be lockable  
 Knotty Alder, Natural Stain

**Lockers:**  
 Standard Metal Lockers  
 Full Height, Single Door, 12" Wide  
 Tan Color

**Coat Hooks:**  
 MADE FROM OLD JOCKEY BUILDING  
 Bamboo 1x6 board w/  
 (1) Iron, Double Headed Coat Hook every 6"

**Benches:**  
 MADE FROM OLD JOCKEY BUILDING  
 2x4 Legs and Top  
 Legs every 6' Max  
 Sealed with clear waterproofing

**Toilet/Urinal Dividers:**  
 See Attached order Sheet

**Shower Dividers and Curtains:**  
 Same Material, Color + Style as Toilet Dividers  
 Brushed nickel shower rods  
 Tan, Cloth, Privacy Curtains

See Attachments for more information

OWNER INFO:  
 CROOK COUNTY  
 300 NE Third Street  
 Prineville, OR 97754  
 1-541-419-6706  
 Email: XXXX@gmail.com  
 Contact: Casey Daily

PROJECT INFO:  
 Job Site  
 1280 South Main Street  
 Prineville, OR 97754  
 Acct# 12019  
 Tax Lot: 151605013800

PROJECT:  
**Jockey Facility**

Sheet:  
**Interior Fixtures Plan**

DRAWINGS BY:  
**Matt's Drafting**  
 Matthew Hagedorn  
 344 Nu Saddle Ridge Loop  
 Prineville, OR 97754  
 541-325-3917  
 Matt4drafting@gmail.com



DATE:  
 1/2/2024

SHEET:  
**A-5**

**Interior Fixtures Plan**  
 1/4" = 1'

Building Orientation

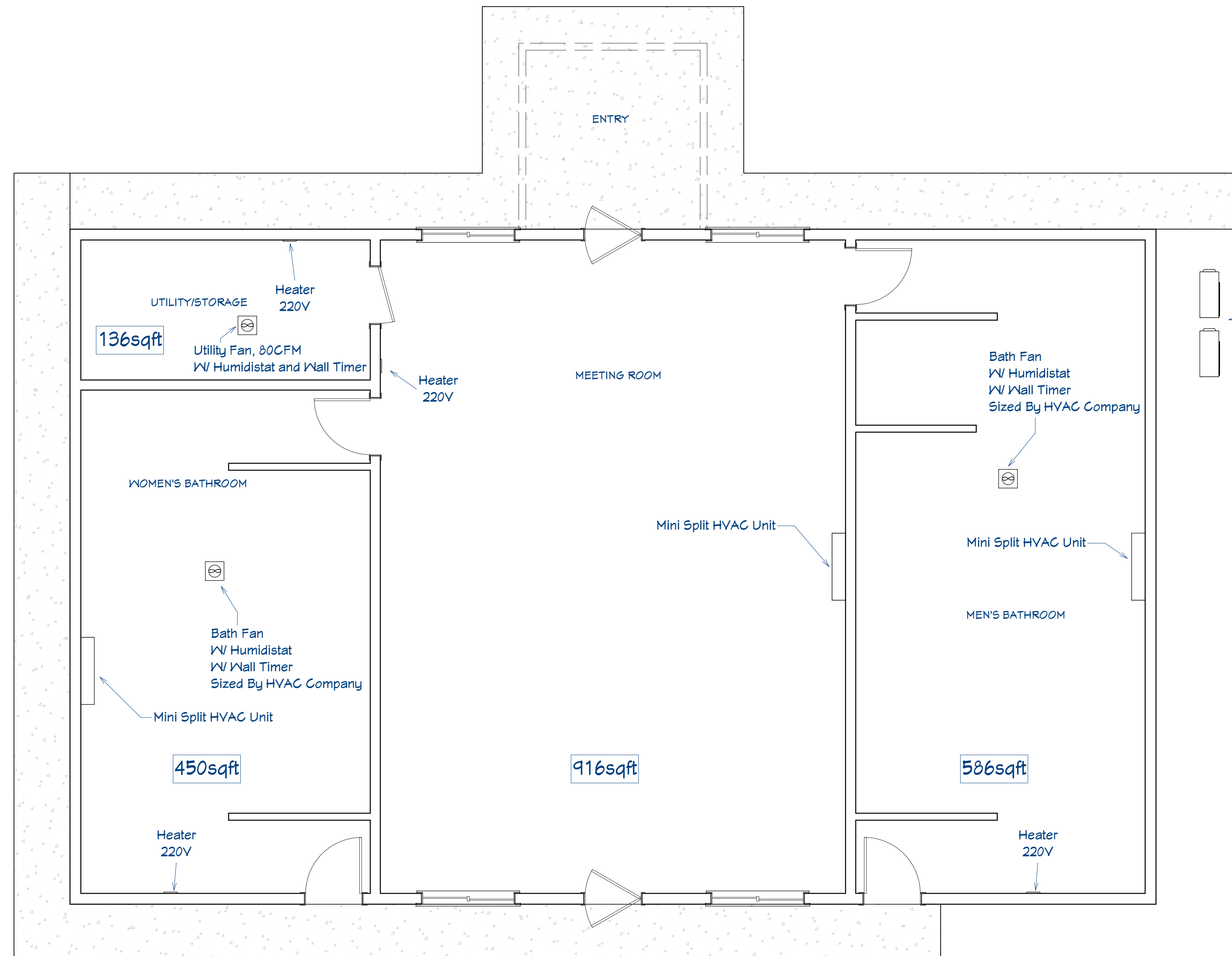
Front

Left Right

Rear

Public Meeting Facility and Bathrooms.  
New Traditional Wood Framed Construction.

Total Heated: 2,088 sqft  
Covered Entry: 120 sqft  
Total Building 2,208 sqft



**Heating Notes:**

Building: 2,088sqft  
Meeting: 916sqft  
Men's Bath: 586sqft  
Women's Bath: 450sqft  
Mechanical: 136sqft

220 Volt Electric Wall Heater, Each Room  
With Wall Thermostat  
(Sized by HVAC Company)

Mini-Split Heating + Cooling, Each Room  
With Wall Thermostat  
(Sized by HVAC Company)  
1 or 2 Compressors as needed  
(Sized by HVAC Company)

Bath Fans  
CFM Sized by HVAC Company  
W/ Integrated Humidistat  
and wall timer (0-60 min)

Utility Fan  
80CFM min.  
W/ Integrated Humidistat  
and wall timer (0-60 min)  
wall mounted fans are acceptable

OWNER INFO:  
CROOK COUNTY  
300 NE Third Street  
Prineville, OR 97754  
1-541-419-6706  
Email: XXXX@gmail.com  
Contact: Casey Daily

PROJECT INFO:  
Job Site  
1280 South Main Street  
Prineville, OR 97754  
Acct# 12019  
Tax Lot: 151605C013800

PROJECT:  
**Jockey  
Facility**

Sheet:  
**HVAC Plan**

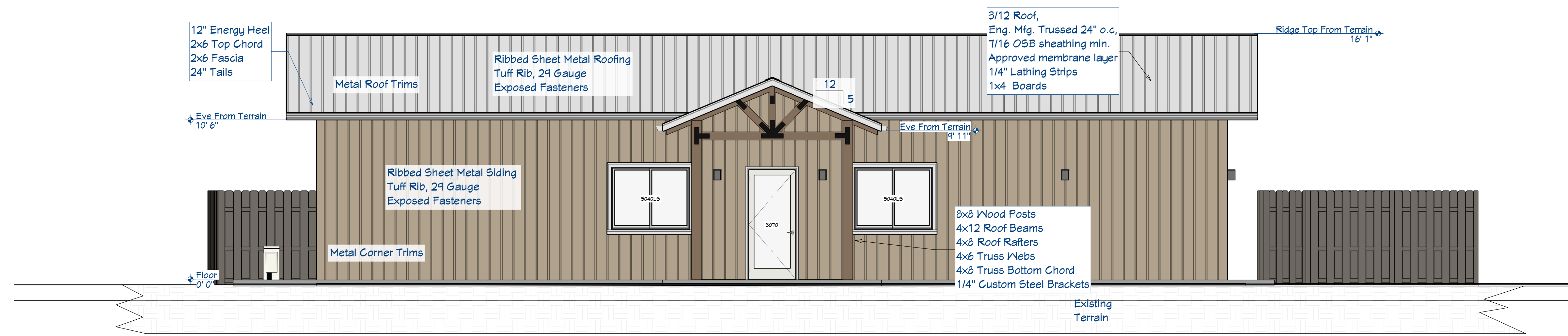
DRAWINGS BY:  
**Matt's Drafting**  
Matthew Hagedorn  
344 Nw Saddle Ridge Loop  
Prineville, OR 97754  
541-325-3417  
Matt4drafting@gmail.com



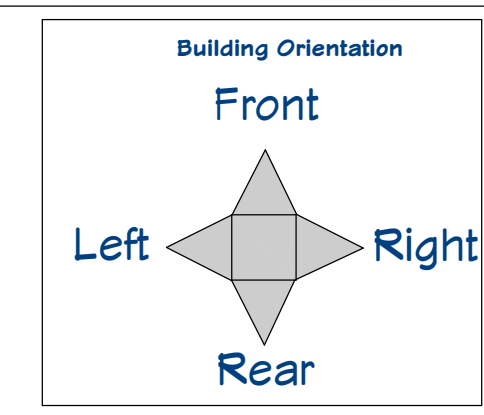
DATE:  
1/2/2024

SHEET:  
**A-6**

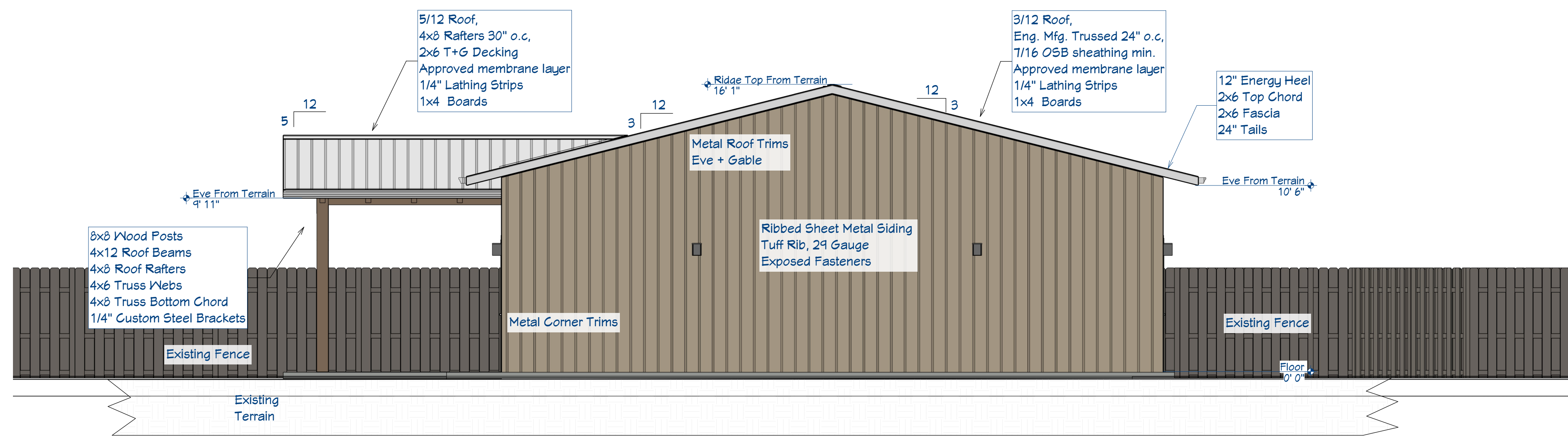
**HVAC Plan**  
1/4" = 1'



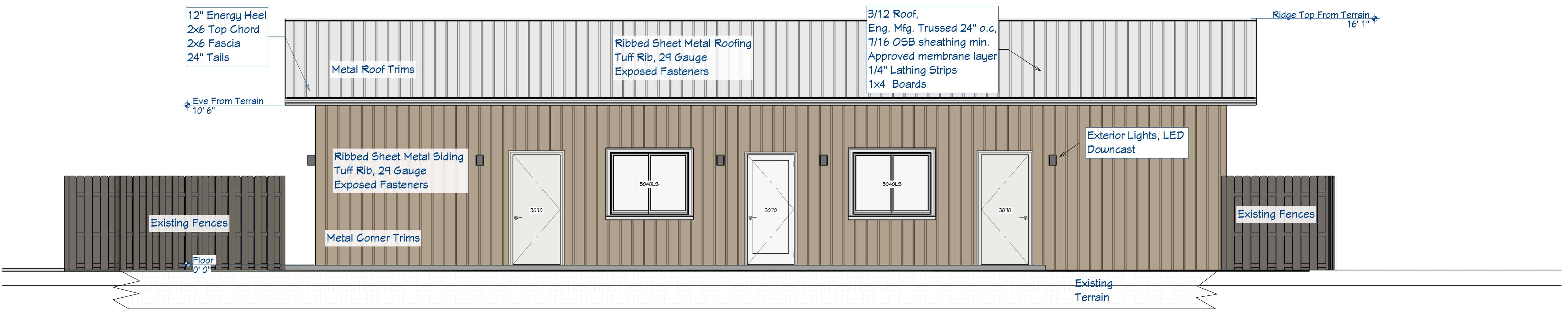
Front Elevation  
1/4" = 1'



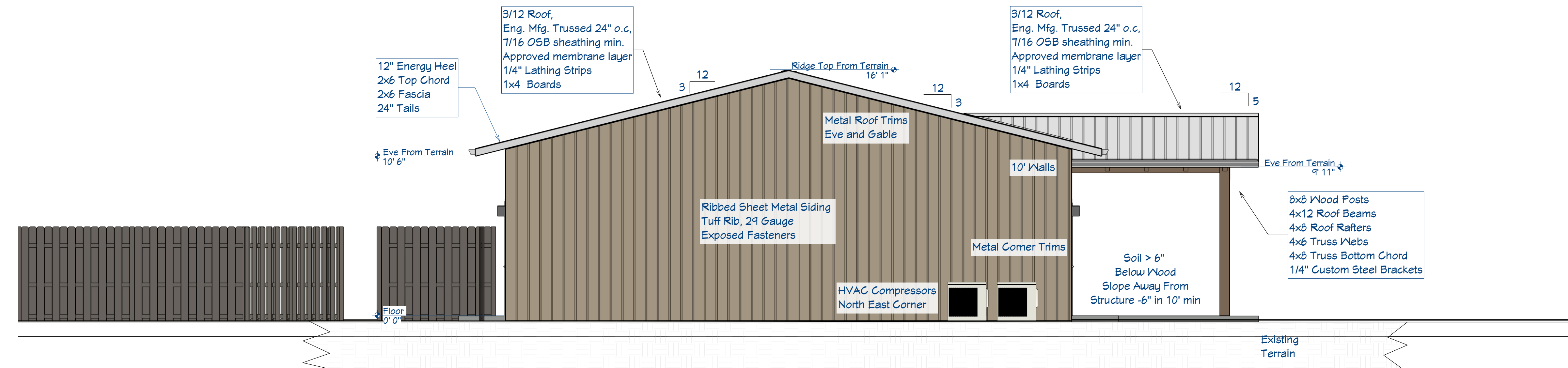
Public Meeting Facility and Bathrooms.  
New Traditional Wood Framed Construction.  
Total Heated: 2,088 sqft  
Covered Entry: 120 sqft  
Total Building: 2,088 sqft



Right Elevation  
1/4" = 1'



Back Elevation  
1/4" = 1'



Left Elevation  
1/4" = 1'

OWNER INFO:  
CROOK COUNTY  
300 NE Third Street  
Prineville, OR 97754  
1-541-419-6706  
Email: XXXXX@gmail.com  
Contact: Casey Daily

PROJECT INFO:  
Job Site  
1280 South Main Street  
Prineville, OR 97754  
Acct# 12079  
Tax Lot: 1516050013800

PROJECT:  
**Jockey Facility**

Sheet:  
**Elevations**

DRAWINGS BY:  
**Matt's Drafting**  
Matthew Hagedorn  
344 Nw Saddle Ridge Loop  
Prineville, OR 97754  
541-325-3491  
Matt4drafting@gmail.com



DATE:  
1/2/2024

SHEET:

**A-6**