



BIDDER'S PROPOSAL

CROOK COUNTY LIBRARY ROOF PROJECT

**Crook County, Oregon
Summer 2020**

PROJECT INFORMATION

<u>Project Name:</u>	Crook County Library Roof Project
<u>Date of Issue:</u>	Monday, August 17, 2020
<u>Project County:</u>	Crook County, Oregon
<u>Department:</u>	Crook County Facilities
<u>Project Manager:</u>	Jeremy Thamert, Facilities Manager 541-416-3911; Cell: 541-403-2265

TABLE OF CONTENTS

Section I – Bidding Information

- Invitation to Bid
- Instructions to Bidders

Section II – Contract Documents

- Proposal
- Bidder's Certificate
- Bid Bond
- Non-Collusion Affidavit
- First-Tier Subcontractors Disclosure Form
- Bidder's List
- Sample Contract and Exhibits
- Payment Bond
- Performance Bond
- Statutory Public Works Bond

SECTION I

BIDDING INFORMATION



CROOK COUNTY, OREGON
INVITATION TO SUBMIT BID PROPOSALS
CROOK COUNTY LIBRARY ROOF PROJECT

NOTICE IS HEREBY GIVEN that Crook County, through its County Court, will open sealed bids for the Crook County Library Roof project. **Sealed bids will be received until Tuesday, September 1, 2020, at 2:00 p.m.**, according to the official clock located in the Crook County Administration Office. Each bid shall be enclosed in a sealed envelope, marked "Library Roof Project," and either hand-delivered to the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754, or mailed to Crook County Courthouse, 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 3:00 p.m. on Thursday, August 20, 2020, in front of the Library building at 175 NW Meadow Lakes Drive, Prineville, OR 97754. **The bid opening will take place at 2:05 p.m. on Tuesday, September 1, 2020**, at the Crook County Administration Office, 203 NE Court St., Prineville, OR 97754. Bidders may attend the opening in person, following physical distancing measures, or by Webex: 1-408-418-9388; Access code 126 970 7714. Final award will be announced during a County Court Special Meeting at **2:00 p.m. on Thursday, September 3, 2020**.

Complete bidding documents and any addenda are available at no cost at <http://www.co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx> or by contacting Colleen Ferguson, Executive Assistant, Crook County Administration Office, Ph: (541) 447-6555; Fax: (541) 416-3891; Email: colleen.ferguson@co.crook.or.us.

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.

Jeremy Thamert, Facilities Manager, is designated as the person to whom all inquiries regarding the project, this Invitation, and/or the Bidder's Proposal must be directed. Contact info: 203 NE Court St., Prineville, OR 97754; Ph: (541) 416-3911; Email: Jeremy.Thamert@co.crook.or.us.

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)).

Advertised:

Central Oregonian – 8/18/20

DJC – 8/17/20

County Website – 8/17/20

INSTRUCTIONS TO BIDDERS

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

Submit with Bid:

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

Submit within 2 Hours after Bid Submittal

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

SECTION II

CONTRACT DOCUMENTS

PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Library Roof Project

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

Name: _____ Company: _____

Address: _____ Telephone: _____

CCB#: _____ Fax: _____

DUNS#: _____ CAGE Code: _____
(Optional) (Optional)

Bidder's lump sum bid for the Library Roof 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
- E. Bidder's List
- F. Sample Contract with Exhibits
- G. Payment Bond
- H. Performance Bond
- I. Statutory Public Works Bond

1. OVERVIEW OF SCOPE OF WORK

The Crook County Library building needs a new roof. The roof is approximately 22,475 square feet. The Library Roof Project entails removing the current roof down to the decking, replacing any decking in need of repair, attending to the window frames and flashing, and installing new felt and 30-year architectural shingles. The project is conservatively estimated to take three to four weeks. A more specific scope of work can be found in the scope of services in the sample contract, attached herein as Exhibit F.

2. PROCUREMENT TIMETABLE

- Procurement document for bidding will be available: Monday, August 17, 2020, at 9:00 a.m.
- Bid closing date and time: Tuesday, September 1, 2020, at 2:00 p.m.
- Bid opening date and time: Bids will be publicly opened and read aloud on Tuesday, September 1, 2020, at 2:05 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: Final award will be announced during a County Court Special Meeting on Thursday, September 3, 2020, at 2:00 p.m.
- Anticipated construction start: Monday, September 14, 2020.
- Required final completion date: Friday, October 9, 2020.

3. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Jeremy Thamert, Facilities Manager, at facilities@co.crook.or.us; or 541-416-3911. The office is located at 203 NE 2nd Street, Prineville, Oregon 97754. Information obtained from the Facilities 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 five 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, August 20, 2020, at 3:00 p.m. in front of the library building at 175 NW Meadow Lakes Drive, Prineville, OR 97754. Bidders are strongly encouraged to attend.

5. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (<https://co.crook.or.us/rfps>); or via email request to facilities@co.crook.or.us, Facilities Manager, 541-416-3911; or colleen.ferguson@co.crook.or.us, Executive Assistant, Crook County Administration Office, 541-447-6555.

6. ADDENDA

This Bidder's Proposal 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 five (5) calendar days prior to the date fixed for the closing of bids on September 20, 2020. Failure of a prospective bidder to respond to timely-noticed addenda in his/her 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 Library Roof 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 2:00 p.m. on September 1, 2020. Bids will be opened at the Administration Office at 2:05 p.m. on September 1, 2020.
- Responses to this Bidder's Proposal may be submitted in a sealed envelope or a box labeled with contents indicated. Electronic submissions will not be accepted. Any proposals

received after 2:00 p.m. on September 1, 2020, 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. Bidder agrees to begin work within one week from 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.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. 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 (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;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- 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. 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, services 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 Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

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 himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, 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, burning and non- burning requirements, permits, fees, and similar subjects.

///

///

///

///

///

///

///

///

///

///

///

///

///

19. BIDDER'S INFORMATION

The name of the Bidder 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:

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this _____ day of _____, 2020.

Signature: _____ Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2020.

Name of Entity: _____

By: _____
Signature

Print Name

Its: _____

BIDDER CERTIFICATE

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

LAWFUL OPERATION

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

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

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

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

PUBLIC CONTRACTING LAWS

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

PREVAILING WAGES

Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.

CONSTRUCTION CONTRACTORS BOARD (CCB)

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

CCB Registration No.: _____ Expiration Date: _____

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.

If a resident bidder, enter your Oregon business address: _____
_____.

If a non-resident bidder, enter your state of residency: _____.

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.

OREGON TAX LAWS

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

CHECK ONE: Bidder states that it:

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

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

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program 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.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project:

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 proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions 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 **LIBRARY ROOF PROJECT** sought by the **CROOK COUNTY** described in the Contract Documents of which this affidavit is a part; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

(Bidder)

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

(Signature)

(Print Name)

Notary Public in and for the State of _____

My commission expires: _____

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

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

Bidder Name: _____

Contact Name: _____

Phone No.: _____

Project Name: _____ LIBRARY ROOF PROJECT

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

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

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

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

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

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

ATTACH ADDITIONAL SHEETS IF NEEDED.

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

(Sign if applicable)

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

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid.

A nonresponsive bid will not be considered for award.

BIDDER'S LIST

ALL FIRMS BIDDING OR QUOTING ON SUBCONTRACTS FOR THIS DOT-ASSISTED PROJECT ARE LISTED BELOW:

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*

THIS FORM IS REQUIRED TO BE COMPLETED AND SUBMITTED WITHIN TWO (2) HOURS AFTER BID SUBMITTAL, REGARDLESS OF DBE UTILIZATION FOR THE CONTRACT

*GRS – Annual Gross Receipts

- Enter 1 for less than \$1 million
- Enter 2 for more than \$1 million, less than \$5 million
- Enter 3 for more than \$5 million, less than \$10 million
- Enter 4 for more than \$10 million, less than \$15 million
- Enter 5 for more than \$15 million.

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, [contractor], 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 COUNTY, mutually contract as follows:

I. ESSENTIAL TERMS

- 1.1 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 Construction Contract as may be made by 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.
 - 1.1.1 All contract documents, certifications, plans, 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. Said documents, together with this Construction Contract and its attachments constitute the Contract Documents. The Exhibits to this Construction Contract, which are incorporated herein, are:
 - A. Insurance Coverage Certificate
 - B. Prevailing Wage Schedule
 - C. Workers' Compensation Insurance Certification
 - D. Scope of Work

In the event of a conflict between two or more documents comprising the Contract Documents, the specific provisions of this Construction Contract have priority. Any conflict or difference within the Contract Documents shall be called to the attention of COUNTY by CONTRACTOR before proceeding with affected work.

 - 1.1.2 In accordance with the terms of the bid specifications, COUNTY has elected, and the parties do hereby agree, that the scope of work shall be as set forth in Exhibit D.
 - 1.1.3 The total cost to COUNTY for this project is [totalcost], 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 COUNTY.
- 1.2 CONTRACTOR agrees to complete full performance in accordance with all plans and specifications [constructiontime] calendar days from the "Notice to Proceed" date for the Base Bid Schedule plus an additional 7 calendar days for each Additive Bid Schedule selected for construction.
 - 1.2.1 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 [finishdate]. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.
- 1.3 CONTRACTOR agrees that COUNTY shall not be responsible or liable to pay any sum of money over the contract total of [totalcost], except that 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 Construction 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 COUNTY budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, COUNTY shall not be liable or responsible for any payment for additional work or cost unless COUNTY specifically assumes in writing such responsibility and liability on and by itself.
 - 1.3.1 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.
- 1.4 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. COUNTY shall make payment when CONTRACTOR submits evidence satisfactory to 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 Documents. 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.

- 1.5 This contract may be cancelled at the election of COUNTY for any substantial breach, willful failure, or refusal on the part of CONTRACTOR to faithfully perform the Contract Documents according to its terms. 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 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 concerning a labor dispute, 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.
- 1.6 If COUNTY does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Construction Contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. 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, COUNTY shall have no further obligation to the CONTRACTOR for payments beyond the termination date. This provision does not permit COUNTY to terminate the contract in order to obtain similar services or goods from a different CONTRACTOR.
- 1.7 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.

II. NATURE OF THE RELATIONSHIP BETWEEN THE PARTIES

- 2.1. 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 COUNTY as those terms are used in ORS 30.265, and will be so deemed for all purposes.
 - 2.1.1. 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.
 - 2.1.2. CONTRACTOR shall certify it has sufficient insurance coverage and names COUNTY an additional insured on Exhibit A, which is attached and incorporated herein.
 - 2.1.3. This contract is not intended to entitle CONTRACTOR to any benefits generally granted to COUNTY employees.
- 2.2. CONTRACTOR agrees to make all provisions of the contract with COUNTY applicable to any subcontractor performing work under the contract.
- 2.3. CONTRACTOR agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by COUNTY.
- 2.4. CONTRACTOR shall assume all responsibilities for the work and bear all losses and damages directly or indirectly resulting to the CONTRACTOR, COUNTY, or to others on account of the negligence or misconduct of the CONTRACTOR or any subcontractor under the Contract Documents. 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 Documents, 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 Documents or any way arising out of the Contract Documents, to the extent caused by the negligence or misconduct of the CONTRACTOR, or any subcontractor under the Contract Documents. 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 COUNTY, its officials, agents, and employees. The absence of or inadequacy of the liability insurance required in section 2.1.2 above shall not negate CONTRACTOR'S obligations in this paragraph.

III. CONTRACTOR'S SPECIFIC OBLIGATIONS AND RIGHTS

3.1 CONTRACTOR hereby warrants:

- 3.1.1 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;
 - (b) holds current licenses in this State in order to undertake or perform the work specified in the contract;
 - (c) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents;
 - (d) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law;
 - (e) has made the first-tier subcontractor disclosure required by the contracting agency;
 - (f) has completed previous contracts of a similar nature with the satisfactory record of performance;
 - (g) has a satisfactory record of integrity;
 - (h) is legally qualified to contract with the contracting agency;
 - (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.
- 3.1.2 CONTRACTOR certifies that he/she has all necessary licenses, permits, or certificates of registration 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.
- 3.1.3 CONTRACTOR represents and warrants that CONTRACTOR has complied with the tax laws of this State and any political subdivision of this State, including but not limited to ORS 303.380(4), 305.620, and ORS Chapters 316, 317, and 318. CONTRACTOR covenants to continue to comply with the tax laws of this State and any 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 COUNTY may terminate the public contract and seek damages and other relief available under the terms of the Contract Documents or under applicable law.
- 3.1.4 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*.
- 3.1.5 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 a service-disabled veteran owns for the entire term of the contract, whenever COUNTY awards the contract, in whole or in part, on the basis of the CONTRACTOR'S certification.
- 3.1.6 CONTRACTOR agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality is otherwise equal.
- 3.1.7 The CONTRACTOR agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this agreement for a period of one (1) year after the date of acceptance of the work by COUNTY, or as otherwise required by the contract documents, and further agrees to indemnify COUNTY from any costs encountered in remedying such defects.

3.2 With respect to payments, CONTRACTOR specifically warrants that:

- 3.2.1 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.
- 3.2.2 CONTRACTOR and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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:
 - 3.2.5.1 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.
 - 3.2.5.2 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.
 - 3.2.5.3 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 COUNTY is unable to determine the validity of any claim for labor or services furnished, 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 COUNTY. There shall be no financial acceptance of the work under the contract until all such claims have been resolved.
- 3.2.6 CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against 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 COUNTY harmless from any such lien or claim.

3.3 CONTRACTOR'S obligation with respect to its employees:

- 3.3.1 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 and the Davis-Bacon Act (40 USC. 3141, et seq), 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 and the U.S. Secretary of Labor (whichever is higher). See Exhibit B attached hereto.
 - 3.3.1.1 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 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.

- 3.3.1.2 CONTRACTOR shall be liable, and shall hold COUNTY harmless therefrom, 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 and the Davis Bacon Act 40 USC 276(a).
- 3.3.1.3 A fee of one-tenth of one percent (0.1%) of the price of this contract is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by COUNTY.
- 3.3.2 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. See Exhibit C attached hereto (Workers' Compensation Insurance Certification).
- 3.3.3 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.
- 3.3.4 The CONTRACTOR shall comply with the prohibition set forth in ORS 652.220, which compliance is a material element of the contract and for which failure to comply is a breach that entitles COUNTY to terminate the contract for cause.
- 3.3.5 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.
- 3.3.6 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.
- 3.3.7 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.
- 3.3.7.1 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. 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 COUNTY.
- 3.4 CONTRACTOR'S obligations with respect to subcontracting:
- 3.4.1 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.

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

IV. COUNTY'S SPECIFIC OBLIGATIONS AND RIGHTS

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

V. MISCELLANEOUS PROVISIONS

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

///
///
///
///
///

5.5 If any provision of this contract is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this contract will not be impaired in any way.

IN WITNESS WHEREOF, the parties have executed this contract effective the date last signed below.

CONTRACTOR

COUNTY

Business
Name: _____

By: _____
Signature

Print Name

Its: _____

Date _____

CONTRACTOR'S CCB # _____

Telephone Number

Address

City State Zip

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

Exhibit A
Insurance Coverage (Marked Items Required)

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

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

COVERAGES

LIMITS

<u> </u> Explosion & Collapse	<u> </u> \$1 million per occurrence
<u> </u> Underground Hazard	<u> X </u> Limits of the Oregon Tort Claims Act
<u> </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,498,000
<u> X </u> Contractual Liability	<u> X </u> Other – Tort limits adjusted per ORS 30.372(4) beginning
<u> </u> Broad Form Property Damage	in 2015
<u> </u> Owners & Contractors Protective	

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

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

LIMITS

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

 PROFESSIONAL LIABILITY insurance with limits not less than \$_____.

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

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

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

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

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

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

Contractor Business

Name: _____

Date _____

By: _____

Signature

Print Name

Its: _____

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



Val Hoyle
Commissioner
Bureau of Labor & Industries

Effective: July 1, 2020

REGION #10
Crook, Deschutes and Jefferson Counties

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

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

REGION #10
Crook, Deschutes and Jefferson Counties

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

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

Exhibit C

Workers' Compensation Insurance Certification

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

Employers Complying with ORS 656.017

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

Insurance Company Name: _____

ID/Policy No.: _____

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

ID number as assigned by the Workers'
Compensation Division _____

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

Employers Exempt under ORS 656.126

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

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

CONTRACTOR

Name of Company

By: _____

Dated: _____

Its: _____

Print Name

REMINDER – ADDITIONAL INFORMATION NEEDED

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

Exhibit D

Scope of Services

Description of work: Provide all materials, labor, and equipment to perform all operations required to remove and replace existing shingles, felt, flashing, and metal drip edge on the Library Building.

1. **Demolition:** Remove existing shingles, felt, and weather-damaged flashing around the perimeter of the building. Resecure any substrate nails that have backed out prior to installation of new felt. Replace any deteriorated wood decking with like material on an as needed and approved basis.
2. **Disposal of Materials:** Contractor shall be responsible for the disposal of all materials (shingles, felt, waste and/or trash) off of the property. Contractor shall sweep the ground area around the building several times a day and again at the conclusion of the work with a magnetic roller to remove any nails.
3. **Clean-up:** Contractor shall keep the worksite clear of debris and/or material during the work and shall accomplish clean-up of the worksite at the end of each day. Materials removed or demolished shall not be allowed to accumulate on the jobsite.
4. **Standard of Workmanship:** Contractor shall perform all work in accordance with roofing standards and manufacturers recommendations. Workmanship shall be of the highest grade throughout this project. Any items damaged by Contractor or its agents during performance of the work shall be restored to its original condition by Contractor at no cost to County.
5. **Safety:** All work shall be accomplished in strict compliance with OSHA safety standards. Contractor shall incorporate the use of safety with respect to all ladders, scaffolds, and lifts.
6. **Warranty:** Contractor shall provide to the customer a 30-year warranty from the shingle manufacturer on all shingles installed. Contractor shall also warrant all workmanship to be free from any defects within one year from the date of installation and acceptance.
7. **Execution of Work:**
 - a. Wood window frames on second story shall be scraped, cleaned, and painted to match existing color and to avoid further deterioration of casing, with a sealant detail applied to all second story windows.
 - b. Valleys shall be replaced with metal.
 - c. Approximately 20 pipe boots detailed with a urethane detail.
 - d. New felt and 30-year architectural shingles on entire roof. Contractor shall submit for approval and color selection of the shingles.
 - e. New exposed felt shall be covered with new shingles the same day and in no case be allowed to be re-nailed or exposed for more than two days. Contractor shall thoroughly sweep and/or clean the wood substrate of any dust and debris prior to installation of new felt and roofing.
 - f. Contractor shall be responsible for any damage to the building or its contents from rain, wind, or other causes during the project. Contractor shall take reasonably necessary precautions to ensure no employees or patrons of the library building are at risk of injury from falling debris.

PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

If CONTRACTOR shall make all payments as required by the terms and conditions of the within and foregoing Contract, as well as all other payments for goods and services rendered in connection with the performance of said Contract for which any common law or statutory mechanics lien is available, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

PROVIDED, HOWEVER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

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

CONTRACTOR: _____

By: _____ (Seal)

Attest

SURETY: _____

By: _____ (Seal)

Attest

APPROVED AS TO FORM: _____

OWNER

Date

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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

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

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

CONTRACTOR: _____

By: _____ (Seal) _____
Attest

SURETY: _____

By: _____ (Seal) _____
Attest

APPROVED AS TO FORM: _____

OWNER _____ Date

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



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

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

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

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

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

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

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

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

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

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

Surety by:

Principal by:

Company Name (Seal)

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**

Exhibit I