



## INVITATION TO BIDS (ITB)

Date: July 7, 2022

ITB SUBJECT: **COUNTY STREETS: PAVING, ROADBED RECONSTRUCTION & STRIPING**

**SEALED BIDS**

TO BE SUBMITTED **ONLY** TO:

Public Works Office / Columbia County  
1054 Oregon Street  
Saint Helens, OR 97051 / Phone (503) 397-5090

**SEALED BIDS**

**DUE DATE AND TIME:** **by no later than Thursday, August 11, 2022 @ 11:00:00 A.M.**

prevailing local time (Public Works Office clock)

Bids are to be presented for time and date validation **ONLY to the Columbia County Public Works Office.**

All inquiries should be made in writing and forwarded to Mike Russell, Director, via email to [michael.russell@columbiacountyor.gov](mailto:michael.russell@columbiacountyor.gov) with copy to [publicworks@columbiacountyor.gov](mailto:publicworks@columbiacountyor.gov) by no later than five (5) business days prior to the Bid due date (**COB Thursday, August 11, 2022**).

**NON-MANDATORY PRE-BID MEETING:** Thursday, August 4, 2022 at 1:00 PM.

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**THIS PAGE AND ATTACHMENT D MUST BE SIGNED, AND RETURNED WITH PROPOSAL**

**See also Section XXIV "Bid Submission Requirements"**

In compliance with this Invitation to Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods and/or services in accordance with the attached signed bid.

*Please type or legibly print all information.*

LEGAL NAME & ADDRESS OF FIRM:

\_\_\_\_\_  
Company's Legal Name By: \_\_\_\_\_  
Authorized Representative - Signature in Ink

\_\_\_\_\_  
(Street Address not PO Box) Name: \_\_\_\_\_

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

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

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

FAX: \_\_\_\_\_ OR SS Business Registration # \_\_\_\_\_  
See Attachment D Proof of Authority to Transact Business In OR

**This Bid Package contains appropriately marked proprietary and/or confidential information. ☐ No ☐ Yes**

Columbia County is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in an alternate format upon request. Call 503 397-5090, (TTY 503-397-7246).

**ITB**  
**COUNTY STREETS: Paving, Roadbed Reconstruction & Striping**

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**SEE ALSO THE FOLLOWING ADDITIONAL ATTACHMENTS:**

<b>ATTACHMENT A</b>	<b>BID SHEET</b> - Excel Spreadsheet format - <b>DOWNLOAD SEPARATELY</b>
<b>ATTACHMENT H</b>	<b>GENERAL TECHNICAL SPECIFICATIONS</b>
<b>ATTACHMENT I</b>	<b>COUNTY STANDARD DETAILS</b>
<b>ATTACHMENT J</b>	<b>SAMPLE CONTRACT</b>
<b>ATTACHMENT K</b>	<b>ENVIRONMENTAL AND NATURAL RESOURCES LAWS</b>

## I. SUBJECT

The purpose of this solicitation by Columbia County ("County") is to establish multiple contracts for annual work on County streets and on various County properties. Such work includes:

- PART 1 - Asphalt Paving and milling & overlay of Roadways and/or Parking Lots
- PART 2 - Roadbed Reconstruction, including Excavation
- PART 3 - Striping & Marking

The County intends to award at least two (2) term contracts for each of the three parts of this ITB: **PART 1 - Paving, PART 2 – Roadbed Reconstruction, and PART 3 - Striping.** Each of these contracts shall be renewable for up to four additional (1) year periods.

Firms may bid on Part 1 Paving, Part 2 Roadbed Reconstruction, and Part 3 Striping, either alone or in any combination.

Contractor(s) shall furnish all necessary labor, supervision, equipment, tools, licensing, materials, traffic control, supplies and transportation necessary to complete the described work in accordance with the specifications in this Invitation to Bid ("ITB") and its attachments. No construction shall begin until all clearing, grading, earthwork and compaction has been completed as specified and directed.

All work shall be performed in full compliance with this ITB's Technical Specifications, and Oregon Department of Transportation (ODOT) Standard Specifications as listed and currently applicable, including the Special Provisions. OSHA and applicable NEC and NESC standards and any revisions are hereby incorporated by reference.

Bidders for Striping (Part 2) are advised that the County typically will initiate a series of smaller projects throughout the year, with smaller scale projects as needed under \$15,000 at a time.

For each project to be undertaken under this ITB:

1. The County will send a Project Notice to one or more of the successful bidders. The Project Notice will specify the work to be performed by the Contractor. Compensation for that work will be calculated using the pricing agreed to under this ITB.
2. For projects where the contract price exceeds \$50,000 the Project Notice shall be in the form of a Public Improvement Contract.
3. The Project Notice will require the contractor to post performance and payment bonds for that project and to comply with the Prevailing Wage requirements found at ORS 279C.800 to 279C.870.

## II. GENERAL

A. ACCESS TO ITB: This ITB and any addenda are available on Columbia County's ("County's") website: [www.columbiacountyor.gov/bids](http://www.columbiacountyor.gov/bids). This solicitation and any associated addenda may also be published through Oregon Bids, Oregon's electronic procurement portal (<http://www.oregonbids.us>).

B. Bidders should note that changes to the ITB, in the form of addenda, are often issued between the issue date and three (3) days before the closing of the ITB. **Bidders are solely responsible for checking the Website to ensure that they have the most current information regarding the ITB.**

All addenda will become part of any resulting contract and must be signed and submitted with your bid.

C. **All questions pertaining to this solicitation must be in writing** and received by no later than five (5) business days prior to the ITB closing date (COB Thursday, August 11, 2022). All questions shall be directed only to the Public Works Agent:

Mike Russell, Director  
Columbia County Public Works  
1054 Oregon Street, Saint Helens, OR 97051  
[michael.russell@columbiacountyor.gov](mailto:michael.russell@columbiacountyor.gov) / Phone: 503.397.5090

No inquiries, if received by the Director within five (5) days of the date set for the opening of bids, will be given any consideration. Any material question or interpretation of a requirement or specification, as determined by the Director, will be expressed in the form of an addendum which will be posted on the County's website ([www.columbiacountyor.gov/bids](http://www.columbiacountyor.gov/bids)) no later than three (3) days before the date set for receipt of bids. If utilized for the initial ITB release, addenda will also be published through Oregon Bids Oregon's e-procurement portal for registered suppliers).

Oral answers will not be authoritative.

- D. The County is not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by Bidder in the preparation, submission, and presentation of the bid are the sole responsibility of the Bidder and may not be charged to the County.
- E. ACCEPTANCE OF BIDS - BINDING 90 DAYS: All bids submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of all parties.
- F. CONTACT RESTRICTED - No Bidder shall initiate or otherwise have contact with any County representative or employee, other than the Director or Director's designee concerning or related to this ITB, after the date of this solicitation's release and before award or cancellation of this ITB except with the foreknowledge and permission of the Director or his/her representative. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Bidder from this procurement process.
- G. This solicitation is being conducted in accordance with the guidelines of the Competitive Sealed Bidding method of contractor selection per ORS 279C.330-279C.875 which is incorporated herein by reference.

### **III. COMPETITION INTENDED**

- A. It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the Bidder's responsibility to advise Public Work's Director, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such written notification must be received by the Director no later than ten (10) days prior to the date set for the bids to be received. Any such notification shall be sent to the County's Director's email address: [michael.russell@columbiacountyor.gov](mailto:michael.russell@columbiacountyor.gov). Confirmation of email receipt shall be the responsibility of the notifying Bidder.

Nothing herein is intended to exclude any responsible Bidder or in any way restrain or restrict competition. All qualified Bidders are encouraged to submit bids.

### **IV. ELIGIBILITY**

- A. The following are minimum requirements for bid submission:

- 1. The Bidder must submit proof that they are registered to do business in Oregon with the Oregon Secretary of State, Corporation Division or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Oregon."
- 2. The Bidder must be currently licensed in accordance with any specific requirements of this solicitation and the Code of Oregon (Licensed Engineer, Contractor's license, etc.).

It is the Contractor's sole responsibility to have knowledge of the applicable licenses(s), if any, associated with this solicitation's scope of work. Any applicable license shall be maintained during the term of any resultant contract.

- B. Any person or firm, or agent of any person or firm, currently suspended or debarred from participation in County procurement, conducting business or submitting bids on contracts by

- any other local government or agency of the State of Oregon, or the Federal Government is not eligible for contract award under this solicitation.
- C. Any current debarment (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.

**V. RESIDENT BIDDER/OREGON PREFERENCE:**

Each bid must identify whether the bidder is a resident bidder as defined in ORS 279A.120.

- A. Awards shall be subject to preference for products produced or manufactured in Oregon, if price, fitness and quality are equal; and, solely for the purpose of evaluating Bids, the County will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Bidder is from a state that grants a ten (10) percent preference to local Bidders, the County will add ten (10) percent to that Bidder's Offer price (OAR 125-246-0300, 125-246-0310, and 125-249-0390).
- B. Pursuant to Columbia County Board of Commissioners Order 38-2015, preference will be given to businesses located in Columbia County where price, fitness and quality are equal and the granting such a preference does not violate the Oregon Public Contracting Code.

**VI. RIGHTS OF THE COUNTY**

- A. Among the indisputable rights of the County specified herein, the County, at its sole discretion may:
1. Cancel, withdraw or re-advertise this ITB; accept or reject all or any part of bids; and/or waive minor technicalities/informalities.
  2. Award a contract to multiple vendors by individual items, in the aggregate, or in combination thereof whenever any such actions are in the best interest of the County.
  3. Issue Invitation to Bids for similar goods/services and other projects as the need may occur; issue Contracts and/or expand or otherwise modify existing Contracts for goods/services similar to that being bid hereunder, in consideration of the County's knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.
  4. Add, delete or change goods, locations, frequency of service, or other factors related to the goods and or services under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
  5. Use any or all ideas presented in reply to this solicitation, subject only to the limitations regarding proprietary/confidential data of Bidder.
- B. This is an Invitation to Bid and is in no way to be misconstrued as a commitment to purchase on the part of the County.

**VII. NON-MANDATORY PREBID CONFERENCE MEETING**

- A. A non-mandatory PreBid Conference Meeting is scheduled for **Thursday, August 4, 2022** at **1:00 PM** in Healy Hall, Public Works, 1054 Oregon Street, Saint Helens, Oregon 97051. Although not mandatory, participation is strongly encouraged.
- B. The purpose of the PreBid Meeting is to allow Bidders an opportunity to present questions and obtain clarification relative to any facet of this ITB. Failure to attend the PreBid Meeting will not prohibit Bidder from submitting a bid.

- C. Please bring a copy of this ITB to the PreBid Meeting. Statements made at this meeting are not binding on the County. Instead, any material ITB changes resulting from this conference will be issued in a written addendum to the solicitation.

## **VIII. SCOPE OF WORK & REQUIREMENTS**

### **A. General Scope and Technical Specifications**

The General Scope of Work is as described above "Subject" and in the General Technical Specifications (Attachment H). Attachment I "County Standard Details" applies to the work to be performed under resultant contracts.

### **B. Technical Specifications**

The Scope, Technical Specifications, and Details for the County's projects are fully described in Attachments J and K.

### **C. Schedule**

The County's intent is to have issued multiple contracts for multiple contractors over a 5 year period. Each contract will be for a specific road and scope to be determined prior to commencement of work. Other paving and striping work will be completed on an annual basis and as additionally required by the County.

### **D. Licensing Requirements**

Some of the work covered by this ITB requires licensure by the Oregon Construction Contractors Board and/or the Oregon Landscape Contractors Board. Each Bidder is responsible to determine the licensure requirements for the work they bid. As required by OAR 137-049-0230 bid's for work that require licensure will not be considered unless proof of such licensure is included with the bid materials.

### **E. Quantities**

The County reserves the right to change, add or delete any categories or quantities. Unit pricings as submitted on bid documents shall prevail.

## **IX. CONTRACT PERIOD AND RENEWAL OPTIONS**

- A. If multiple contracts are awarded, they shall cover the target period from date of award through July 26, 2027.
- B. The County reserves the right to renew these contracts upon the same pricing, terms, and conditions at the expiration of its initial term for four (5) additional, successive one-year periods. Contract renewals must be authorized by and coordinated through the County's Public Works Department.
- C. Notice of intent to renew may be given to the Contractor in writing by the County, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit Columbia County to a contract renewal.
- D. Contractor shall notify the County, in writing, at least ninety (90) days prior to the then current contract period expiration if Contractor intends not to extend the contract term.
- E. The County may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- F. **MULTIPLE AWARDS** - The County reserves the right and intends to award contracts to more than one qualified firm for each category.
- G. **NON-APPROPRIATION OF FUNDS** - All funds for payments by the County for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by Columbia County Board of Commissioners, as applicable. In the event of non-appropriation of funds by the County Board for the goods/services provided under contract, the County will terminate the contract, without termination charge to the County, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

## **X. PERFORMANCE AND PAYMENT BONDS**

- A. PAVING and STRIPING CONTRACTORS: Following Contract award, the County will require the lowest responsive and responsible bidder for Paving & Striping to obtain a Performance Bond and a Payment Bond in sums equal to the amount of the initial Contract for the Project selected. The Performance Bond shall remain in full force throughout the one-year guarantee period following completion and acceptance of the initial project. The bonds shall utilize the forms as found in Attachments E and F.
- B. Throughout the life of multiple contracts awarded under this solicitation, Performance and Payment Bonds will be required for all projects.

## **XI. PRICES AND PRICE ADJUSTMENTS**

- A. All Contract unit prices will remain fixed through the Contract term.
- B. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the County, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the County. In case of error in the extension of prices, the unit price shall govern.
- C. Bid prices, unless otherwise specified, will be NET 30 F.O.B. destination, freight prepaid and include all charges that may be imposed in fulfilling the terms of the Contract including transportation and handling charges fully prepaid by the Contractor to destination in the County, unless otherwise specified, and subject only to any discount for prompt payment that may be provided in this Invitation.
- D. If labor rates are requested, the rates specified by the Bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- E. Price reductions may be initiated by the Bidder at any time and shall be effective immediately.
- F. No restocking fees will be charged for product returns under the terms of the contract, if applicable.

## **XII. LIQUID ASPHALT PRICE ADJUSTMENT**

- A. Due to the fluctuations in liquid asphalt prices, price adjustments (Increases and Decreases) for asphalt cement products provided under the Contract will be allowed. Current "Monthly Asphalt Cement Material Price" (MACMP) ODOT cost per ton for liquid asphalt PG 64-22 is Price/Imperial Ton recorded May 2022. This cost will become the Base Index for determining any future price adjustments. (MACMP) for liquid asphalt PG 64-22 is posted on the ODOT website ([www. https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx](https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx)) under Price and Fuel Adjustment indexes.
- B. The difference between the index of May 2022 (Time of Contract Award) and the current index (current being - index published by ODOT at the time material is provided to the County) will determine the amount of the adjustment increase/decrease). However, price adjustments will not be made for any item in which the difference between the base and current indexes is less than five percent (5%). The quantity of asphalt cement in the performance grade mix to which the adjustment will be applied will be the quantity utilized in the price adjustment items based on the percent of asphalt in the performance grade mix shown on the appropriate approved job mix formula. The determination as to the amount of any cost adjustment shall be made by the County's Project Manager. Disputes shall be resolved by the County's Public Works agent.
- C. Formulas to convert tons to square yards for County Pricing Schedule shall be accomplished using ODOT's procedures as described in the specifications and Asphalt Concrete Pavement training manuals.

As published at the NAPA - National Asphalt Pavement Association website:

- (1) Area sq. ft. x 9 ft/sq. yd = Area in sq. yd.
- (2) Volume = area sq. ft. x (thickness in inches divided by 12"/ft.) = cu. ft.
- (3) Weight = area cu. ft. x 145 pcf = weight in lbs.
- (4) Convert to tons = weight in lbs. divided by 2,000 lbs/ton = Weight in tons

### **XIII. LABOR PRICE ADJUSTMENT**

- A. After the first year of this agreement Bidder may adjust the wage rates under this agreement to reflect changes in the prevailing wage rates as established by the Oregon Bureau of Labor and Industries. These adjustments shall be limited to positions subject to the prevailing wage rate. No more than two such adjustments may be made in any calendar year.

### **XIV. PROMPT PAYMENT DISCOUNT**

- A. Unless otherwise specified herein, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- B. In connection with any discount offered, time will be computed from the date an undisputed invoice is received by the County. In the event the Bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
- C. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, if applicable.

### **XV. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:**

- A. Unless otherwise specified, any quantities detailed in this solicitation are estimates only, and are given for the information of Bidders and for the purpose of bid evaluation. They do not indicate the actual quantity of services that will be ordered or may be required to meet the specifications or requirements in the Scope of Work since the actual volume will depend upon requirements that develop during the contract period.
- B. No bid will be considered which stipulates that the County shall guarantee to order a specific service, task or quantity thereof.

### **XVI. ENVIRONMENTAL AND NATURAL RESOURCES LAWS; REMEDIES**

- A. Provisions concerning environmental and natural resources laws and remedies are attached hereto as Attachment K, and incorporated herein by this reference.

### **XVII. SUBCONTRACTORS**

#### **A. FIRST TIER SUBCONTRACTORS:**

1. Pursuant to ORS 279C.370 and OAR 125-249-0360, bidders are required to disclose information about certain first-tier subcontractors when the County estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after the Bid Opening Date:

- The subcontractor's name,

- Dollar value and,
  - The category of work that the subcontractor would be performing.
2. If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the Disclosure Form.
  3. THE COUNTY MUST REJECT AN OFFER IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.
  4. A bidder shall submit the disclosure form required by OAR 125-249-0360 either in its bid submission or within two (2) working hours after the Bid Opening Date. First-Tier Subcontractor Disclosure forms not included in the Bid Submission must be returned to the location given for bid submission within two working hours after the Bid Opening Date, or via e-mail within two working hours after the Bid Opening Date.
  5. Compliance with the disclosure and submittal requirements is a matter of responsiveness. Bids which are submitted by the Bid Opening Date, but for which the disclosure forms have not been made by one of the two (2) alternative deadlines, are not responsive and shall not be considered for Contract award.
  6. The County shall obtain, and make available for public inspection the disclosure forms required by OAR 125-249-0360. The County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The County is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

#### B. Subcontractors in General

1. In the event that the Bidder desires to subcontract some part of the work specified in this solicitation, the Bidder shall furnish the County the names, qualifications, and experience of the proposed material/key subcontractors and the percentage of the work under any resultant contract to be performed by each with the proposal. The Bidder shall provide services as the Prime Contractor.
2. The Contractor shall be responsible for completely supervising and directing the work under the Contract and all subcontractors that they may utilize. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the payment to, performance, acts and omissions of their subcontractors/partners and of persons employed by them.
3. The County reserves the right to reasonably reject the successful firm's selection of subcontractors.
4. The Contractor shall remain fully liable and responsible for: supervising and directing the work to be done by his/her subcontractor(s) including those persons either directly or indirectly employed by Contractor and shall assure compliance with all the requirements of the contract; payment to; performance, acts and omissions of their subcontractors, partners and of all persons employed by them and to assure that the subcontractor(s) insurance is in compliance with the requirements of this solicitation and for assuring that all sub-contractors, partners, and/or others furnished by or acting at Contractor's direction or on Contractor's behalf, comply and remain in compliance with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.
5. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the State of Oregon or other state where

the contract is to be performed.

6. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
7. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the County.

#### **XVIII. TRADE SECRETS OR PROPRIETARY INFORMATION**

- A. Trade secrets or proprietary information submitted by a Bidder in response to this Invitation to bid shall be subject to public disclosure under the Oregon Public Records Law unless the Bidder invokes the protection of this section prior to or upon submission of data or materials. To invoke this protection the bidder must identify the data or other materials to be protected, state the reasons why protection is necessary, and state the section of the Oregon Public Records Act under which protection is sought.
- B. If the bid contains any proprietary or trade secret material, such notice must be attached as the **first page of the bid and clearly identify the material/information** by some distinct method such as highlighting/underlining or submitted in a separate and clearly labeled section. In addition, the Bidder must (i) indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary.
- C. **Classification of an entire bid document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the bid.**

#### **XIX. DEBARMENT STATUS**

- B. By submitting a bid, the Bidder (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids/proposals or on contracts by any local government or agency of the state of Oregon, or the Federal Government; an agent of any person or entity that is currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the state of Oregon, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the County will confirm a vendor's status via the Excluded Parties List of the Federal Government.

#### **XX. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE ITB**

- A. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, it shall immediately notify the County of such error in writing and request modification or clarification of the document. The County will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the County's website (<https://www.columbiacountyor.gov/departments/PublicWorks>).
- B. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Invitation to Bid prior to submitting the bid or it shall be waived. Any proposals that include assumed clarifications and/or corrections without required authentication of same may be subject to rejection by the County.

#### **XXI. CONTRACT DOCUMENTS**

- A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded in addition to any ITB clarifications; responses to questions/issues and Contractor's Bid.
- B. In addition to the Bidder's bid (including any clarifications), to the extent they are included in

or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:

1. County Solicitation Form/Award Notice and other documents which may be incorporated by reference, if applicable.
  2. General Conditions and Instructions to Bidders.
  3. Special Provisions.
  4. Pricing Schedules.
  5. Any Addenda/Amendments.
- C. A written award notice (or Acceptance Agreement, contract, or Notice to Proceed) mailed (or otherwise furnished) to the successful Offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract.
- D. There is no binding agreement, no contractual relationship, no understanding or mutual assent until a contract is signed, executed and exchanged by and between the bidder and the County.
- E. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.
- F. This contract is for a public works project and is subject to ORS 279C.800 to 279C.870. No Bid will be considered unless the Bid contains a statement by the Bidder that the Bidder will comply with ORS 279C.800, ORS 279C.870. The initial State and Federal prevailing rates of wage that must be paid to workers in each trade or occupation by the successful Bidder and each Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract are Prevailing Wage Rates for Public Works Contracts in Oregon, issued January 1, 2022.

These BOLI wage rates are available on line at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

- G. This ITB is intended to provide pricing for multiple projects over multiple years. For Project Notices issued after the first year of this agreement the prevailing wage to be paid on that project will be the Prevailing Wage in force on the date of the Project.
- H. In the event that a Project Notice is issued under this ITB for work involving federal funds, that project is subject to federal Davis-Bacon Act and Related Acts requirements, in addition to BOLI requirements. In such cases the Contractor shall pay the higher of the BOLI wage rates and fringe benefits, as identified in the then applicable BOLI wage rate booklet, or the federal wage rates and fringe benefits listed in the publication "General Wage Determinations Issued Under the Davis-Bacon and Related Acts" that is last published prior to the issuance of the Project Notice. Bidders may obtain the applicable federal rates through the following U.S. Department of Labor link: <http://www.wdol.gov>. Bidders are advised that federal Davis-Bacon rates may be amended at any time prior to the issuance of a Project Notice and that contractors remain responsible for meeting federal Davis-Bacon Act and Related Acts requirements and State of Oregon prevailing wage rate requirements. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The successful Bidder and any subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7) or (8).

## **XXII. BID PREPARATION**

- A. Before submitting a bid, the Bidder must read the entire solicitation. Failure to read any part of this solicitation shall not relieve the Contractor of its contractual obligations.
- B. The Bid Forms and ITB Cover page must be completed and clearly printed in blue or black ink or by typewriter or computer (except for authorized Bidder representative signature).

- C. All information requested must be submitted. Bids that are substantially incomplete or lack key information may be rejected by the County at its discretion. Bid contents should be arranged in the same order and identified with headings as may be presented herein.

### **XXIII. BID SUBMISSION COVENANTS**

- A. The Bidder's signature on the ITB Cover page covenants and certifies acknowledgment and compliance with the following:
1. Fully Informed - The Bidder acknowledges that they have read this solicitation, understand it, has satisfied itself from its own investigation of the conditions to be met and/or goods to be provided, fully understands Bidder's obligation, agrees to be bound by this solicitation's terms and conditions, and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information. In addition the Bidder has or will provide properly trained employees, staff, subcontractors (if approved by the County), or other personnel; and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations; that in any manner may affect the cost, delivery, progress, or performance of goods and/or work proposed and to be provided under this ITB.
  2. Collusion - In the preparation and submission of this ITB, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding.
  3. Employees/Officials Not to Benefit
    - a. To the best of the Bidder's knowledge, no Columbia County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family (including spouse, parents or children), has received, been promised, directly or indirectly, or will receive any financial benefit, including but not limited to fees, commission, finder's fee, political contribution or any similar form of remuneration, or other financial benefit of more than nominal or minimal value on account of the act of awarding and/or executing this contract.

If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
    - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
    - c. In the event the Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid. If the above does not apply at the time of award of contract and becomes known after the inception of a contract, the Bidder shall address the disclosure of such facts to Columbia County Public Works, 1054 Oregon Street, Saint Helens, OR 97051. Relevant Invitation to Bid Number should be referenced in the disclosure.
  4. Licenses and Insurance - The firm submitting the Bidder is licensed and registered to do business in the state of Oregon and has the current Contractor's licenses as may be required under this solicitation as of the date of Bidder submission.

if awarded the contract, the Contractor shall have insurance coverages as specified in the attached Sample Contract at the time the work commences and shall submit proof of such insurance to the County as stipulated in that section.
  5. Bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier,

manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6. The CONTRACTOR shall comply with the provisions of Chapter 659, Oregon Revised Statutes, which prohibits unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age, or because of an expunged juvenile record. Particular reference is made to ORS 659.030 which states that it is an unlawful employment practice for an employer, because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older, or because of an expunged juvenile record, to refuse to hire or employ, or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.
7. Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns (as those terms are defined in ORS 200.005), in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
8. Bidder has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault and discrimination against employees who are members of a "protected class". The Bidder's policy and practice must include, but not be limited to, giving employees a written notice of the policy that both prohibits and prescribes disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

#### **XXIV. BID SUBMISSION REQUIREMENTS**

- A. Bidder shall complete and submit **one (1) original and two (2) copies** of each bid document below unless otherwise specified. If the Bid contains proprietary or confidential information in accordance with the section "Trade Secrets or Proprietary Information" herein, the Bidder shall also submit a separate, redacted version of the bid sealed and clearly marked as such on the outside envelope.
- B. Each Bidder must use the provided Bid Sheet / Price Schedule Forms (Attachment A, Excel Spreadsheet) to submit its Bid.
- C. A complete bid shall consist of the following minimum required documents:
  1. Signed Cover Sheet - First Page of this ITB, completed and signed in ink by person authorized to bind the company.  
Any ITB Addenda (dated & signed), copies of Contractor's license(s), Proprietary Information (see Section XVIII.B), any exceptions for Construction Contractors Board or contractor's license(s) if applicable.
  2. Bid Forms
    - a. Attachment A - Bid Sheet / Price Schedule (Excel Spreadsheet)  
Text, price ranges, multiple entries and/or zeros (\$0) in any price specified line item is unacceptable. All Unit Price boxes must be completed with a dollar figure. Any such entries will result in a nonresponsive bid. In the case of zeros (\$0) and lines with blank entries, the County shall interpret this to mean that the work or task being requested is being performed free of charge.
    - b. Attachment B - Company Information
    - c. Attachment C - Company References
    - d. Attachment D - Proof of Authority to Transact Business in Oregon (dated & signed)

- e. Licensing Information - attach copy of Oregon Contractor's License

All information and prices must be completed for every line item on the bid forms listed above.

All other pages should be retained in Bidder's file.

- D. It is suggested that Bidders refer to the Bid Submission Checklist to make certain that Bid Packages are complete and properly submitted.
- E. Bids shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the Company Name, ITB number, ITB title, and the date/time bids are scheduled to be received. Bids are to be submitted by mail, courier or delivered in person ONLY to:  
  
Columbia County Public Works  
Attn: Mike Russell  
1054 Oregon Street  
Saint Helens, OR 97051
- F. The County's Public Works Office is open for the receipt of bids from 7:30 AM until 4:00 PM, Monday through Friday (excluding County holidays). The County is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- G. **Any bid received after the date and time due for bid submission as noted on the cover page, whether by mail or otherwise will not be accepted or considered.** The time of receipt shall be determined by the time the bid is signed in at the Public Works Office using the Public Works Office clock as the official time. Bidders are solely responsible for ensuring that their bid is stamped by Public Works Office personnel by the deadline indicated.  
  
The County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-City mail system or delivery by other means. Bidders are solely responsible for ensuring that their bid is received and stamped by Public Works Office personnel by the deadline indicated.
- H. The County, and its officers, employees or agents will not be responsible for the opening of a bid envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.
- I. If the County declares administrative or liberal leave, scheduled receipt of bids will be extended to the next business day after which administrative or liberal leave has been canceled.
- J. Bidders are solely responsible for checking the County's Website to insure that they have the most current information regarding the ITB.
- K. Oral bids or bids delivered by electronic means such as facsimile and e-mail are not allowed and bids so delivered will not be considered.
- L. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Bidder. Carelessness in quoting business terms (i.e. prices), or in preparation of the bid will not relieve the Bidder. When an error is made in extending total prices, the unit price will govern. Bidders are cautioned to recheck their bids for possible error. Errors discovered after bid opening, if applicable, cannot be corrected, and the Bidder will be required to perform if its bid is accepted, except as otherwise provided herein.
- M. Conditional bids are subject to rejection in whole or in part.
- N. Under no circumstances shall any Bidder, whose bid has not been awarded, be entitled to any claim for compensation under this solicitation.
- O. The County accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid, such expenses to be borne exclusively by the Bidder.

## **XXV. PUBLIC BID OPENING**

- A. All bids received in response Invitation to Bid (ITB) by the due date and time will be opened and read publicly on **Thursday, August 11, 2022**, shortly after 11:00 AM, in the Healy Hall at Columbia County Public Works, 1054 Oregon Street, Saint Helens, OR 97051.

- B. The Bid Tabulation will be posted on the County's website:  
<https://www.columbiacountyor.gov/>

## **XXVI. BID EVALUATION/CONTRACT AWARD**

- A. Awards will be made to the lowest responsive and responsible Bidders in each Part complying with all provisions of the ITB provided the bid price is reasonable and it is in the best interest of the County to accept it.
1. Responsiveness relates to compliance in all material aspects with the provisions of the solicitation, including specifications and terms and condition. Failure to comply with the requirements and/or terms and conditions set forth in this ITB may result in a bid being declared nonresponsive.
  2. Responsible Bidder means a person/firm who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance.
- B. MULTIPLE AWARDS: For this solicitation, the County intends to award at least two (2) term contracts for each of the following:
1. PART 1- Paving
  2. PART 2 - Roadbed Reconstruction
  3. PART 3 - Striping
- Bidders may bid on all PARTS or any PART individually. Each of these contracts shall be renewable for up to four additional one (1) year periods.
- C. The County reserves the right to waive informalities and consider factors other than price as will protect and preserve the interest of the County.
- D. The following factors, among such others as will protect and preserve the interest of the County may also be considered in making an award:
1. Availability of construction equipment required to perform services as well as the qualification of personnel to perform the work.
  2. Total Bid price(s) as set forth on each Bid Form (Price Schedule).
  3. The specified terms, extended warranty, discounts, etc. of the Bid.
  4. The quality of and record of performance on previous contracts or services into which the Bidder may have entered into with the County or other public bodies or corporations (references).
  5. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, items and/or services provided by Bidder in other matters.
  6. The character, integrity, reputation, judgment, experience and efficiency of the Bidder and quality of performance on previous contracts or services;
  7. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference taking into consideration other business commitments;
  8. The necessary facilities, organization, experience and technical skills as well as sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the ITB.
  9. The ability and availability of the Bidder to provide quality and timely maintenance, service, and/or parts.
  10. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
  11. Such other information as may be secured by the Public Works Department having a bearing on the decision to award the contract.
  12. The County expressly reserves the right to reject the bid of such Bidder, if such records disclose that said Bidder, in the opinion of the County, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has

otherwise disregarded his obligations to subcontractors, suppliers or employees.

- E. To be considered for an award, a Bidder must comply in all material respects with the ITB.
- F. The County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder deemed to be a non-responsive Bidder.
- G. TIE BIDS: In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the State pursuant to ORS 279A.120. If no County or State choice is available, the tie shall be decided by lot.
- H. SINGLE BID RESPONSE/INSUFFICIENT COMPETITION: If only one bid is received for a solicitation or the County otherwise concludes that there is insufficient competition (i.e. only one responsive and responsive Bidder), the County will make a written determination whether to award or to reject the bid. If it is decided to make the award based on a single bid response, the County will make a determination that the prices are fair and reasonable. This determination may be based on price analysis, value analysis or a combination thereof. Price Analysis techniques may include, but are not limited to; comparison with prices previously paid, prices charged for functionally similar items, prices paid by other consumers, prices set forth in a public price list or commercial catalog, County estimates, or the evaluation of two or more similar contracts, if available, awarded to the Bidder within the past two (2) years. In all cases, the Bidder agrees to fully cooperate with the County by providing reasonably requested information. If a determination is made that the prices are not fair and reasonable, then the County may reject the bid, cancel the solicitation and resolicit.
- I. All awards for goods and non-professional services over \$50,000 are contingent upon County Board approval.

## **XXVII. BID MODIFICATION/WITHDRAWAL**

- A. Prior to Bid Opening: - A bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of Bids, in writing containing the original signature of the Bidder. The Bidder shall notify the Department of Public Works in writing of its intentions.
  - 1. If a change in the bid is requested, the modification must be so worded by the Bidder as to not reveal the original amount of the Bid but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the bid will not be known to the County until the sealed bids are opened. Modifications shall be on the interior envelope and sealed prior to submittal.
  - 2. Modified and withdrawn bids may be resubmitted to the Department of Public Works up to the time and date set for the receipt of bids.
  - 3. Except as otherwise provided herein, no bid can be withdrawn after the time set for the receipt of Bids and for ninety (90) days thereafter.
- B. After Bid Opening - Bids that have been appropriately opened by the County cannot be withdrawn, changed, adjusted, corrected or modified in any way except as permitted in OAR 137-049-0350. Withdrawal, change, adjustment, correction or modification must be requested within two (2) days of the Bid opening by delivering to the County original work papers, documents, and materials used in preparation of the Bid. Work papers, documents, and materials submitted in support of this action may be considered as trade secrets or proprietary information subject to the conditions of the Oregon Public Records Act. The Department of Public Works will inspect the written evidence submitted by the Bidder with the request and if evidence can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw,

change, adjust, correct or modify the bid.

No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.

If the County denies the withdrawal, change, adjustment, correction or modification of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such bidder is a responsible and responsive Bidder.

- C. Effect of Bid Withdrawal – If a bid is withdrawn under the authority of this Section, the lowest remaining bid shall be deemed to be the low bid.

No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Oregon Public Records Act.

## **XXVIII. NOTICE /ACCEPTANCE AGREEMENT**

- A. A written award notice (or Acceptance Agreement, Contract) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract.
- B. The successful Bidder, within a period of ten (10) days from the date of the County's acceptance and approval of their bid, shall be expected to sign the contract and to submit the Certificate of Insurance as required in the relevant article of the contract. Failure to do so may cause the bid to be considered withdrawn.
- C. Performance under any resultant contract shall not begin until receipt of the County's Notice to Proceed (NTP). Contractors providing goods or services without a signed County NTP, do so at their own risk. The County will not be liable for payment of any purchases made by its employees without appropriate purchase authorization signed by County's Agent.

## **XXIX. PROTEST OF AWARD OR DECISION TO AWARD**

- A. An adversely affected or aggrieved Bidder may submit a written protest of the County's intent to award within 7 days after issuance of the notice of intent to award the contract. The Bidder's protest must be in writing and must specify the grounds upon which the protest is based. A Bidder is adversely affected or aggrieved only if the Bidder is eligible for award of the contract as the responsible Bidder submitting the lowest Responsive Bid and is next in line for award, in accordance with OAR 137-049-0450. The County will not consider a protest submitted after the time period for protests is up. The Board of County Commissioners, or its designee, may settle or resolve a written protest submitted in accordance with the requirements of this section. If a protest is not settled, the Board of County Commissioners, or its designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute. The successful Bidder shall promptly execute the Contract after the award is final. The County shall execute the Contract only after it has obtained all applicable required documents and approvals.

## **XXX. NOTICE OF AWARD**

- A. Public announcement of an Award and/or Intent to Award will be posted on the County's website: [www.columbiacountyor.gov](http://www.columbiacountyor.gov).

## **XXXI. COOPERATIVE PROCUREMENT**

- A. As authorized in ORS 279A.215, this procurement is being conducted as a cooperative

procurement on behalf of or in conjunction with other Oregon public bodies. In accordance with the Oregon Public Contracting Code, any resultant contract may be used by Oregon public bodies, agencies, institutions and/or localities, at the same prices and/or discounts and terms.

- B. Each jurisdiction and/or political subdivision has the option of executing a separate agreement with the Contractor after making their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies. Such other contracts may contain general terms and conditions unique to those jurisdictions and/or political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body or political subdivision.
- C. It is the responsibility of the Contractor to notify the jurisdictions and/or political subdivisions of the availability of any contract resulting from this solicitation.

#### **XXXII. TAX EXEMPTION**

- A. The County is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Such Certificate will be furnished upon request. The price offered must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, an Offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County.

#### **XXXIII. TRANSPORTATION AND PACKAGING**

- A. By submitting their bids, all Bidders certify and warrant that the price offered for FOB destination Freight Prepaid & Allowed includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked.

#### **XXXIV. ODOT and/or FEDERAL GOVERNMENT CONTRACT REQUIREMENTS**

- A. Projects undertaken under this ITB may be funded in whole or in part by State or Federal Funds. Where such occurs the Project Notice for that project may include addition terms, conditions, provisions and specifications required for the County to comply with its grant agreements. Bidder agrees to be bound by such additional terms, conditions, provisions and specifications.

#### **XXXV. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the County, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids on all solicitations issued by the County will bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.
- C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Bidders" and the Specific Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
- D. DEFINITIONS: The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular section or provision:

- a. **BID:** The offer of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation (Invitation to Bid).
- b. **BIDDER:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Public Works Agent and offering to enter into contracts with the County.
- c. **CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.
- d. **COUNTY:** Columbia County
- e. **DAY:** Unless otherwise specified "day" or "days" shall mean calendar days
- f. **GOODS/PRODUCTS:** All material, equipment, supplies, printing, and/or automated data processing/information technology hardware and software.
- g. **INFORMALITY:** A minor defect or variation of a bid from the exact requirements of the invitation to bid which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- h. **INVITATION TO BID (ITB):** A request which is made to prospective suppliers (Bidders) for their quotation on goods or services desired by the County. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- i. **PROJECT NOTICE:** The notice sent by the County to a successful bidder directing them to undertake a specific project under the terms and conditions of this ITB.
- j. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- k. **SOLICITATION:** as applicable the ITB or process of notifying prospective Bidders that the County wishes to receive bids on a set of requirements to provide goods or services.
- l. **STATE:** Oregon.

#### **CONDITIONS OF SOLICITATION RESPONSE**

- E. **FORMS:** Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, including the Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope. Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.
- F. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- G. **BIDS FOR ALL OR PART:** Unless otherwise specified in the solicitation, the County reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A Bidder may restrict his/her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the Bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- H. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Public Works Agent at least five (5) business days prior to the date set for the opening of bids. If necessary, the Public Works Agent will send a written addendum for clarification to all Bidders no later than three (3) business days before the date set

for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

- I. **BIDDER INTERESTED IN MORE THAN ONE SOLICITATION:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a Bidder is not hereby disqualified from quoting prices to other Bidders or firms submitting a bid directly for the work, materials or supplies.
- J. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Public Works Agent.
- K. **CONDITION OF COMMODITIES:** All items bid shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation request. Verbal agreements to the contrary will not be recognized.
- L. **SAMPLES:** Samples, if required, must be furnished free of expense to the County on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at Bidder's expense. Each sample must be marked with the Bidder's name and address, County's request number and opening date. **DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.**
- M. **PROHIBITION AGAINST UNIFORM PRICING:** In submitting a solicitation response each Bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating Bidders. Any disclosure to or acquisition by a competitive Bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
- N. **QUALIFICATIONS OF BIDDERS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods, and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bid fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

### **SPECIFICATIONS**

- O. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- P. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- Q. **FEDERAL SPECIFICATIONS-**Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

### **SHIPPING/DELIVERY PROVISIONS**

- R. **SHIPPING -** Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by County at its facility.
- S. **RESPONSIBILITY FOR SUPPLIES TENDERED -** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the

rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

- T. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered: The Contract Number, Name of the Article and Stock Number (Supplier's), Quantity Ordered, Quantity Shipped, Quantity Back Ordered, and Name of the Contractor. Contractors are cautioned that failure to comply with these conditions may be considered sufficient reason for refusal to accept the goods.
- U. **COMPLIANCE-Delivery** must be made as ordered and in accordance with the solicitation or as directed by the County when not in conflict with the bid. The decision of the County as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the County shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Standard or Specific Provisions for the individual solicitation.
- V. **POINT OF DESTINATION-**All materials shipped to the County must be shipped F.O.B. DESTINATION, Freight prepaid and allowed unless otherwise stated in the contract. The materials must be delivered to the "Ship to" address indicated on the contract.
- W. **ADDITIONAL CHARGES-**Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
- X. **METHOD AND CONTAINERS-**Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by Bidder.
- Y. **REPLACEMENT-**Materials or components that have been rejected by the Public Works Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

### **GENERAL PROVISIONS**

- Z. **CONTRACT ALTERATIONS -** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County's authorized representative.
- AA. **BANKRUPTCY:** If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the County may without prejudice to any other right or remedy, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County.
- BB. **SUBCONTRACTING:** If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Oregon Secretary of State <https://sos.oregon.gov/Pages/index.aspx>; the Oregon Department of Minority Business Enterprise <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the County, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor's status as defined by the State of Oregon as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

Except as otherwise specified in the solicitation, the Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their

addresses, personnel who will be performing the work, and a description of the work to be performed to the County prior to the work actually being done. The County must agree to the third party's work and reserves the right to deny the third party access if necessary.

CC. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances", then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by State and Federal law and that by delivering the items or products that the Bidder does not violate any of the prohibitions of those laws.

DD. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid or delivered materials for each chemical and/or compound offered. Failure of the Bidder to submit such data sheets may be cause for declaring the bid as non-responsive.

EE. LEGAL ACTION: No Bidder, potential Bidder, or subcontractor shall institute any legal action until all statutory requirements have been met.

FF. GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Public Works Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

GG. GENERAL GUARANTY: The Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or County.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

HH. SERVICE CONTRACT GUARANTY: The Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. Render all work and services in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County shall be under no obligation to compensate the Bidder for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County inspector shall not lessen the obligation of the Bidder for performance in accordance with the contract requirements, or be deemed a defense on the part of the Bidder for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Public Works Agent.

II. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for

the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWAM):** The County encourages Small Woman and Minority-owned business to participate in business opportunities with the County. Where Federal grants or monies are involved it is the policy of County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization. Contact the Oregon Department of Minority Business Enterprise for more information regarding certification and certified businesses.

### **ODOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

Where Oregon Department of Transportation (ODOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to “the Specifications” shall refer to the *Oregon Department of Transportation Standard Specifications*, dated 2021 for both imperial and metric unit projects. References to the “Standard Standard(s)” shall refer to the *Oregon Department of Transportation Standards*, dated 2021 for both imperial and metric unit projects. References to the “MUTCD” shall refer to the 2009 edition of the *MUTCD*.

Where the terms “Department”, “Engineer” and “Contract Engineer” appear in ODOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the ODOT publication(s) that each references, the authority identified shall be in accordance with the definitions in Section 00110.20 of the *Oregon Department of Transportation Standard Specifications*, dated 2021. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

ODOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the ODOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 00150.10 of the *Oregon Department of Transportation Standard Specifications*, dated 2021 shall apply.

ODOT Special Provision Copied Notes in this contract are designated with “(SPCN)” after the date of each document. ODOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document.

The information enclosed in parenthesis “( )” at the left of each ODOT Special Provision Copied Note in this contract is file reference information for ODOT use only. The information in the upper left corner above the title of each ODOT Supplemental Specification and ODOT Special Provision in this contract is file reference information for ODOT use only.

The system of measurement to be used in this project is stated elsewhere in this contract. ODOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as “dual unit measurement” documents. Such a “dual unit measurement” is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis “( )” or brackets “[ ]” where parenthesis is used in the sentence to convey other information. Where a “dual unit measurement” appears in ODOT documents, the unit that applies shall be in accordance with the system of measurement as stated elsewhere in this contract. The unit shown that is not of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the declared unit and shall not be used as an alternate or conflicting measurement. Where ODOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

**PERSONNEL REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL** - Section 00150.75 the Specifications are amended as follows:

**Section 00150.75—Maintenance During Construction** is amended to add the following:

The Contractor shall provide at least one person on the project site during all work operations who is currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS). This person must have the verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the contract requirements involving the plans, specifications, the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance and removal when no longer required of all traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work has the required verification with them or if they have an outdated verification card showing they are not currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS) all work on the project will be suspended by the Engineer.

The Contractor shall provide at least one person on site who is, at a minimum, verified by the Department in Basic Work Zone Traffic Control for each construction and/or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel of any construction/maintenance operation has, at a minimum, the required verification by the Department in Basic Work Zone Traffic Control, that construction/maintenance operation will be suspended by the Engineer until that operation is appropriately staffed in accordance with the requirements herein.

**Section 00231.30 General** is amended to add **Work Zone Traffic Control** as the following:

**Work Zone Traffic Control:** The Contractor shall provide individuals trained in Work Zone Traffic Control in accordance with the requirements of Section 00150.75 of the Specifications.

## ATTACHMENT A - BID SHEET / PRICE SCHEDULE

**INSTRUCTIONS:** *Please download and complete the separate Excel spreadsheet form (8 pages).*

## ATTACHMENT B - COMPANY INFORMATION

1. Name of Business: \_\_\_\_\_

Other Business Names (including dba(s), T/As), etc.) used during past ten (10) years, if applicable:

\_\_\_\_\_

2. Type of Business: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Other: \_\_\_\_\_ (Specify)

3. Name/Title of Owner or Chief Executive Officer: \_\_\_\_\_

4. Is the firm a Small Business firm? ☐ NO ☐ YES # \_\_\_\_\_

5. Key contact person for Bid Questions and/or Contract Administration:

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

6. How many years has the firm been in the business of providing the services required by this ITB? \_\_\_\_\_

7. How many persons does the firm currently employ? \_\_\_\_\_

8. Address of local office/shop from which work will be provided: \_\_\_\_\_

9. Is all the equipment required by this ITB and/or necessary to efficiently and effectively perform the services under this ITB operative and presently in the firm's equipment inventory?

☐ YES ☐ NO If NO, explain. \_\_\_\_\_

10. What licenses or permits does the firm possess that are applicable to performing the services required?

OR Contractor's License # \_\_\_\_\_ (attach copy of license)

Other: \_\_\_\_\_

11. Subcontractors to be utilized if contract is awarded under this ITB.

Subcontractor's Name	Tasks To Be Performed	% Of Total Work To Be Performed
----------------------	-----------------------	---------------------------------

12. Is the firm currently removed from a vendor's list or debarred from conducting business or submitting bids on contracts by any State of Oregon agency or local government, or agency of the Federal government See Section entitled "Debarment Status"? ☐ YES ☐ NO

If yes, explain and provide information regarding the debarment and the local or federal government or agency contact information (name, title, telephone number and email address).

***Add additional pages if needed to completely answer the questions above.***

## ATTACHMENT C - COMPANY REFERENCES

NAME OF COMPANY: \_\_\_\_\_

Submit at least three (3) references (other than the County) for contracts/projects similar in scope to this requirement. References should be for current work or projects completed within the last three (3) years. The County may be included in addition to the three (3) references requested

**Please Type or print legibly.**

1. Firm Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Project Title: \_\_\_\_\_ Annual Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*

2. Firm Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Project Title: \_\_\_\_\_ Annual Contract Amount: \$ \_\_\_\_\_

\*\*\*\*\*

3. Firm Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Project Title: \_\_\_\_\_ Annual Contract Amount: \$ \_\_\_\_\_

**You may add other references and/or examples of experience**

**ATTACHMENT D – PROOF OF AUTHORITY TO TRANSACT BUSINESS IN OREGON**

## ATTACHMENT E – COLUMBIA COUNTY BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, (Contractor's Name)  
of (Contractor's Address) (hereinafter called the "Principal"), and  
, a corporation organized and existing under the laws of the State  
of , with its principal office in , and authorized to do  
business in the State of Oregon as a surety (hereinafter called the "Surety"), are held and firmly  
bound unto COLUMBIA COUNTY with its principal offices at 230 Strand Street, Saint Helens, OR  
97051 (hereinafter called the "Obligee") in the full and just sum which is equal to 5% of the total  
amount of the Principal's Bid (as that term is defined below), as submitted to the Obligee (such  
total amount referred to herein as the "Total Bid"), in good and lawful money of the United States  
of America, to be paid upon demand of the Obligee, for the payment of such sum well and truly  
to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators,  
successors, and assigns, jointly and severally and firmly by these presents. The Total Bid is the  
aggregate amount (including amounts set forth with respect to any and all Alternates) set forth on  
the Principal's Bid Form for performance of the work described below, as submitted to and  
maintained by the Obligee (such Bid Form referred to herein as the "Bid"). The Surety hereby  
acknowledges and agrees that the Bid shall be deemed to be incorporated by reference in this  
Bid Bond to the same extent as if set forth fully herein.

WHEREAS, the Principal intends to submit, or has submitted to the Obligee, a Bid for the  
Principal to perform work for the Obligee, designated as: (Project Name)  
(hereinafter called the "Project") and,

WHEREAS, the Principal desires to provide this Bid Bond in lieu of a certified check or  
cash escrow otherwise required to accompany the Principal's Bid.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, if  
the Bid be accepted by the Obligee, and if the Principal shall, within ten (10) days after the date  
of receipt of a written Notice of Award from the Obligee or any agency or department thereof, (i)  
execute a Contract in accordance with the Bid and upon the terms, conditions and price set forth  
therein, in the form and manner required by the Obligee, (ii) execute a sufficient and satisfactory  
Performance Bond in the amount of 100% of the total Contract Sum and a sufficient and  
satisfactory Payment Bond in the amount of 100% of the total Contract Sum, each payable to the  
Obligee, in a form and with a surety satisfactory to the Obligee, and (iii) provide the Obligee with  
copies of all required insurance policies, then this obligation is to be void; otherwise this obligation  
shall be and remain in full force and in the event of the failure of any or all of the foregoing  
requirements to be satisfied within the time period specified above, the Principal immediately shall  
pay to the Obligee, upon demand, the lesser of: (a) the amount hereof and (b) the difference  
between the Bid and the next low bid for the Project, in each case in good and lawful money of  
the United States of America, not as a penalty, but as liquidated damages.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bid Bond to be signed and sealed in\_\_(\_\_) counterparts, each of which shall be deemed an original by their duly authorized officers this\_\_\_\_\_ day of\_\_\_\_\_, 20\_.

(Seal)

\_\_\_\_\_  
Principal

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

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

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

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact  
(Attach Copy of Power of Attorney)

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

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

*IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in Oregon. Powers of Attorney must be attached and valid through date of Bond.*

**ATTACHMENT F – COLUMBIA COUNTY PERFORMANCE BOND - SURETY**

KNOW ALL MEN BY THESE HERE PRESENT: that

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
(STREET, CITY, STATE, (ZIP CODE)

a (Corporation, Partnership or Individual), hereinafter called "Principal", and

(Name of Surety) \_\_\_\_\_,

(Address of Surety) \_\_\_\_\_,  
(STREET, CITY, STATE) (ZIP CODE)

hereinafter called "Surety", are held and firmly bound unto COLUMBIA COUNTY with its principle offices at 230 Strand Street, Saint Helens, OR 97051, hereinafter called the "County", in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the County, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the:

\_\_\_\_\_ Project Name/Contract # \_\_\_\_\_

WHEREAS, the Principal desires to provide this Performance Bond in lieu of a certified check or cash escrow otherwise required upon or after Contract Execution.

NOW, THEREFORE, if the Principal shall commence work well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the County, with or without notice to the Surety and during one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same 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 or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

Principal Secretary

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Notary Public  
Commission Expires:

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

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

\_\_\_\_\_

**SURETY:**

ATTEST:

Surety Secretary:

\_\_\_\_\_

(SEAL)

Witness as to Surety

\_\_\_\_\_

Notary Public  
Commission Expires:

\_\_\_\_\_

By: (Attorney-in-Fact)

\_\_\_\_\_

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

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all general partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in Oregon. Powers of Attorney must be attached and valid through date of Bond.

## ATTACHMENT G – COLUMBIA COUNTY PAYMENT BOND - SURETY

KNOW ALL MEN BY THESE HERE PRESENT: that

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
(STREET, CITY, STATE) (ZIP CODE)

a (Corporation, Partnership or Individual), hereinafter called "Principal", and

(Name of Surety) \_\_\_\_\_,

(Address of Surety) \_\_\_\_\_,  
(STREET, CITY, STATE) (ZIP CODE)

a corporation, duly authorized to do a general surety business in the State of Oregon, hereinafter called "Surety", are held and firmly bound unto COLUMBIA COUNTY with its principle offices at 230 Strand Street, Saint Helens, OR 97051, hereinafter called the "County", in the sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the County, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the:

\_\_\_\_\_ Project Name/Contract # \_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor performed in such work whether by subcontractor or otherwise, and save harmless the OWNER, its officers, agents, and employees from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of the work; and shall, in time and manner, faithfully do, perform, and furnish all matters and things as by them in the Contract undertaken, and as by law, local, state, and federal, prescribed, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same 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 or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the County and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, In no event shall the SURETY be liable for a greater sum than the obligation of this bond.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

Principal Secretary

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Notary Public  
Commission Expires:

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

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

\_\_\_\_\_

**SURETY:**

ATTEST:

Surety Secretary:

\_\_\_\_\_

(SEAL)

Witness as to Surety

\_\_\_\_\_

Notary Public  
Commission Expires:

\_\_\_\_\_

By: (Attorney-in-Fact)

\_\_\_\_\_

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

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all general partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in Oregon. Powers of Attorney must be attached and valid through date of Bond.



**COUNTY STREETS: PAVING, ROADBED RECONSTRUCTION & STRIPING**

Attachment H

**GENERAL  
TECHNICAL SPECIFICATIONS**

## ATTACHMENT H

### GENERAL TECHNICAL SPECIFICATIONS

#### COUNTY STREETS: PAVING, ROADBED RECONSTRUCTION & STRIPING

##### 1. PURPOSE & GENERAL SCOPE OF WORK

The purpose of this solicitation by the Columbia County is to establish multiple contracts for annual work in County streets and on various County properties. Such work includes:

- Asphalt Paving (cold planing/ milling & overlay) of Roadways and/or parking lots
- Roadbed Reconstruction, including Excavation
- Striping & Marking streets and parking lots

For this solicitation, the County seeks to award at least two (2) term contracts for each of the following:

1. Part 1 - Paving
2. Part 2 - Roadbed Reconstruction
3. Part 3 - Striping

Each of these contracts shall be renewable for up to four additional one (1) year periods.

For project requirements that are estimated to exceed \$10,000, the County may obtain written cost proposals from each of the awarded contractors for the specific type of work needed, with the award being made to the lowest responsive bidder meeting the specifications and requirements.

Contractor(s) shall furnish all necessary labor, supervision, equipment, tools, licensing, materials, supplies and transportation necessary to complete the described work in accordance with the specifications in this Invitation to Bid ("ITB") and its attachments. No construction shall begin until all clearing, grading, earthwork and compaction has been completed as specified and directed.

Bidders for Striping (Part 3) are advised that the County typically will initiate a series of smaller projects throughout the year, with smaller scale projects as needed under \$15,000 at a time.

##### 2 MATERIALS AND WORKMANSHIP

Unless otherwise noted, material provided by Contractor(s) for this work shall conform to the Oregon Department of Transportation (ODOT) Standard Specifications as listed and currently applicable, including the Special Provisions. OSHA and applicable NEC and NESC standards and any revisions are hereby incorporated by reference.

The Contractor shall supervise all workmanship, including that of all Subcontractors, to insure that it is of the highest grade and according to best standard practice. Where necessary, skilled artisans shall perform all work.

For every trade and for every product the installation and application techniques shall be in strict accordance with the highest quality prescribed by the applicable trade standards and by such specific recommendations of the manufacturer.

##### 3 STANDARDS & SPECIFICATIONS

All work shall be performed in full compliance with:

- 3.1 This ITB's Scope of Work and these General Technical Specifications;
- 3.2 Columbia County Standard Details (Attachment I)
- 3.3 Oregon Department of Transportation (ODOT) Standard Specifications as listed and currently applicable, including the Special Provisions.

- 3.4 Oregon Department of Transportation (ODOT) Standard Drawings
- 3.5 Oregon Department of Transportation's Construction Manual□
- 3.6 Oregon Department of Transportation's Erosion Control Manual
- 3.7 2009 MUTCD or current addition, including the Oregon supplement
- 3.8 OSHA and applicable NEC and NESC standards and any revisions incorporated.
- 3.9 Oregon Department of Transportation's Inspector's Manual
- 3.10 Oregon Department of Transportation's Intelligent Compaction User Guide
- 3.11 Oregon Department of Transportation's Laboratory Manual of Test Procedures
- 3.12 Oregon Department of Transportation's Manual of Field Test Procedures
- 3.13 National Environmental Policy Act Manual
- 3.14 Oregon Department of Transportation's Temporary Traffic Control Handbook
- 3.15 Oregon Department of Transportation's Utility Relocation Manual

#### 4 SUBCONTRACTORS

The Contractor shall, as soon as practicable after the signing of the Contract, notify the County in writing of the names of all proposed Subcontractors, including copies of licenses as applicable, and the nature and percentage of work to be performed by each proposed Subcontractor. The use of named Subcontractors is subject to the limitations of ITB Section XVII "Subcontractors" and must be approved by the County.

All aspects of these Technical Specifications, including workmanship and safety measures, shall also be applicable to Subcontractors.

#### 5 PAVEMENT ROADBED RECONSTRUCTION

**5.1 Description:** This work shall consist of pavement roadbed reconstruction of roadways at the direction of the Engineer.

**5.2 Procedure:** The following procedure shall be used to determine if pavement Section A or B is required. The procedure is also illustrated in a flow chart following the description. Note that the letters (A through J) correspond to the decision boxes in the flow chart.

**5.2.1** Remove a minimum of 11 inches of the existing pavement section. **[A]**

**5.2.2** Measure the depth of the exposed granular base. **[B]**

5.2.2.1.1 If the depth of the granular base is 3.5 inches or greater, then: Compact the base. Perform proof rolling. **[C]**

5.2.2.1.1.1 If the base passes the proof rolling test (refer to Section 8), then install pavement section **Type A**. **[D]**

- a. 2 inches of VDOT SM-12.5A Surface Course
- b. 6 inches of VDOT BM-25.0A Base Course (2-3" lifts)
- c. 3 inches of new VDOT 21-A Aggregate Base

5.2.2.1.1.2 If the base fails the proof rolling test, then: **[E]**

5.2.2.1.1.2.1 Remove the entire depth of the existing granular base.

5.2.2.1.1.2.2 Remove 6 inches of subgrade

5.2.2.1.1.2.3 Project Manager or Inspector: Evaluate the undercut subgrade and remove soft material or debris as directed by the engineer. **[F]**

5.2.2.1.1.2.4 Install pavement section **Type B**. **[G]**

- a. 2 inches of VDOT SM-12.5A Surface Course
- b. 6 inches of VDOT BM-25.0A Base Course (2-3" lifts)
- c. 6 inches of new VDOT 21-A Aggregate Base
- d. Install a minimum of 6.5 inches of undercut subgrade. The undercut subgrade may be any suitable material, such as VDOT 21-A Aggregate Base or other as approved by the engineer. Note that this is a minimum since the depth of the existing granular base varies.

**5.2.2.2** The following procedure applies when the depth of the existing granular base

is less than 3.5 inches (refer to **[B]**, above).

5.2.2.2.1 Excavate an additional 9 inches, which includes the entire depth of the existing granular base and a minimum of 6 inches of subgrade. Go to step **[F]** and **[G]**. **[H]**

5.2.2.2.2 Project Manager or Inspector: Evaluate the undercut subgrade and remove soft material or debris as directed by the engineer. **[I]**

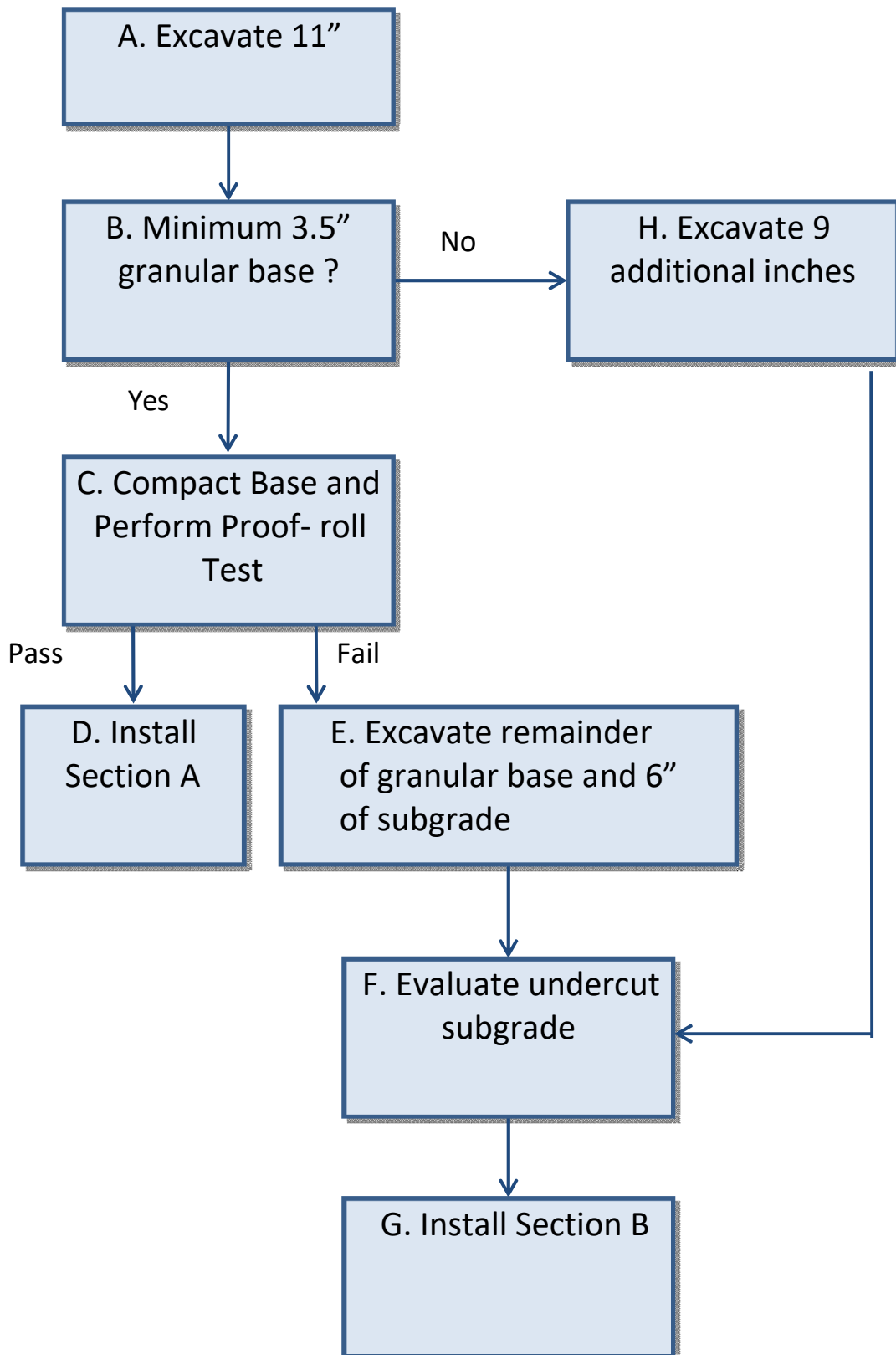
5.2.2.2.1 Install pavement section **Type B**. **[J]**

- a. 2 inches of VDOT SM-12.5A Surface Course
- b. 6 inches of VDOT BM-25.0A Base Course (2-3" lifts)
- c. 6 inches of new VDOT 21-A Aggregate Base
- d. Install a minimum of 6.5 inches of undercut subgrade. The undercut subgrade may be any suitable material, such as VDOT 21-A Aggregate Base or other as approved by the engineer. Note that this is a minimum since the depth of the existing granular base varies.

**5.3 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

**5.4 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

# PAVEMENT ROADBED RECONSTRUCTION FLOW CHART



## **6 PROOF ROLLING**

- 6.1 Description:** This item shall govern furnishing and operating heavy pneumatic tired compaction equipment for locating unstable areas, subgrade and flexible base courses.

Proof rolling will determine the actual limits of new subbase/subgrade needed to complete work to the satisfaction of the County. The County shall make the determination whether the proof rolling test passes or fails. The Contractor shall use the same loaded dump truck for each proof rolling test.

### **6.2 Submittals:**

The submittal requirements of this specification item may include:

- A. A plan describing the condition of each roller or loaded dump truck proposed for the work, as well as the type of traction (self-propelled or drawn), Type of roller, size, weight, tire pressure (if appropriate) and configuration of each individual roller, and

### **6.3 Equipment:**

- A. Loaded dump truck or Roller.

- B. Equipment Submittals:

All proof rolling equipment or proposed alternate must be approved by the County prior to their use. The Contractor shall furnish the County with charts or tabulations showing the contact areas and contact pressures for the full range of tire inflation pressures and for the full range of loadings for the particular tires furnished. The weight of the loaded dump truck shall be verified by the County prior to performing proof rolling tests.

### **6.4 Construction Methods**

- A. Calibration:

Acceptable limits of elastic and plastic deformation of prepared subgrade courses shall be established by proof rolling Test Sections of representative soil conditions, previously tested and approved for density and moisture requirements of the governing subgrade and earth embankment items. Density and moisture tests will not be paid for separately. The costs associated with these tests are incidental to the proof rolling testing. Proof rolling of the first course base over a plastic subgrade may be waived by the County if deemed appropriate.

- B. General:

Within the ranges set forth in Section 5 of this document, the load and tire inflation pressures shall be adjusted as directed by the County. The Contractor shall use a contact pressure corresponding as nearly as practical to the maximum supporting value of the earthwork or base. The entirety of prepared surfaces to be tested by this method shall be proof rolled by a minimum of two passes of the loaded dump truck. Each succeeding trip shall be offset by not greater than one tire width. Proof rolling operations shall be performed at speeds between 2 and 6 miles per hour or as directed by the County.

If the County determines that the proof rolling test shows an area fails (is unstable), the unstable area shall be brought to satisfactory stability and uniformity by removing the granular base and subgrade specified under the Type B pavement section (See Fig. No. 2). The replacement material shall conform to the requirements of the Type B pavement section. The proof roll test procedure shall be repeated on the re-worked area.

- C. Roadway Construction:

The subgrade and all lifts of base material shall be proof rolled in new roadway

construction and in the roadbed reconstruction of existing streets. Proof rolling of the curb course base shall be substituted for proof rolling of final the course base the direction of the County. Proof rolling may be waived by the County where construction is limited to turn lanes, street widening less than 7-1/2 feet in width,

- 6.5 Measurement and Payment:** No direct payment will be made for the materials, equipment or labor required for this item but shall be included in the unit price bid for the item of construction in which this item is used.

## **7 ASPHALT PATCH - FULL DEPTH ASPHALT REPAIR**

- 7.1 Description:** This work shall consist of full depth pavement patching at various locations, as directed by the County. Pavement patching locations will be determined by field observations marked in the field. The County may direct additional areas for full depth pavement patching.
- 7.2 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions. Pavement patch section shall conform to County Asphalt Pavement Section Detail R.01
- 7.3 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions. Unit price shall include all labor and materials necessary for installation

## **8 TWO (2) INCH COLD PLANING**

- 8.1 Description:** This work shall consist of 2-inch cold planing of a designated roadway or sections thereof, within designated limits and at the direction of the County. The Contractor shall not pave over any manholes, water valves, or gas valves during resurfacing
- 8.2 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.
- 8.3 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

## **9 PAVEMENT SAW CUTTING**

- 9.1 Description:** This work shall consist of either (a) 0-2 inches or (b) full depth saw cutting of asphalt concrete.
- 9.2 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.
- 9.3 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

## **10 NON-WOVEN ASPHALT OVERLAY FABRIC**

- 10.1 Description:** Non-woven asphalt overlay fabric shall be provided and installed in accordance with County Special Provision for non-woven asphalt overlay fabric.
- 10.2 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.
- 10.3 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

## **11 CONSTRUCTION FABRIC**

- 11.1 Description:** Construction fabric shall be provided and installed in accordance with County Special Provision for construction fabric.

**11.2 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

**11.3 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

## **12 ASPHALT CRACK SEALING**

**12.1 Description:** This work shall consist of filling and sealing of cracks in asphalt concrete pavement.

**12.2 Materials:** Refer to the ODOT special provision for Sealing Cracks in Asphalt Concrete Surfaces or Hydraulic Cement Concrete Pavement.

**12.3 Measurement and Payment:** Unit price shall include all labor and materials necessary to seal cracks at the direction of the County.

## **13 EARTHWORK**

**13.1 Description:** Earthwork shall be completed at the direction of the County.

**13.2 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

**13.3 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

## **14 DRIVEWAY ENTRANCES & APRONS**

**14.1 Description:** Driveway entrances and aprons shall be installed per County standards. The Contractor shall notify the County of any issues in providing compliance with ADA accessibility requirements prior to commencing work. A modified driveway apron standard may be used at the direction of the County. Contractor shall notify adjacent property owners/tenants at least one week in advance of work on driveway apron, and shall coordinate with property owners/tenants to ensure access is provided.

**14.2 Materials:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

**14.3 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions.

## **15 STRIPING & MARKING**

**15.1 Description:** Contractor shall provide pavement markings at the direction of the County on existing County streets and parking lots.

**15.2 Existing Markings:** Contractor shall be responsible for making records of existing painted traffic lines before existing surfaces are resurfaced. Contractor shall be responsible for layout of new traffic or parking lines, subject to the County's approval.

**15.3 Standards:** All work shall conform to Section 850 of the Oregon Department of Transportation (ODOT) Standard Specifications as listed and currently applicable, including the Special Provisions, or at the discretion of the County. This contract will require that only one (1) coat of paint need be applied for any striping work.

**15.4 Materials:** White and yellow reflectorized paint shall be manufactured by such firms as Sherman Williams Company, Ennis Paint, Pratt and Lambert Incorporated, **"or equal"**, and shall conform to Section 850 of the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions. Catalog cuts and/or **descriptive literature is required for PAINT offered "as equal"** to the brand names specified.

**15.5 Procedures & Markings:** Pavement shall be dry at the time of installation. Marking material

shall not be applied within 24 hours following rain or other inclement weather. Liquid markings shall be applied so as to prevent splattering and overspray and shall be protected from traffic until tack free by the use of guarding or warning devices as necessary.

If a vehicle crosses a marking and tracks it or if splattering or overspray occurs, the marking shall be removed and new markings applied at the Contractor's expense. If the application temperature for thermoplastic material is improper, the affected markings shall be removed and new markings applied.

The dispenser shall be equipped with a cut off control synchronized with the cutoff of the spray marking material so that the beads will be applied only on the completed line.

Beads shall be applied by pressurized or non-pressurized methods while the marking is still fluid, unless otherwise specified. Approximately 70 percent of beads shall be buried in the marking, and the remaining 30 percent shall be 50 percent embedded in the surface.

Each pavement marking machine shall be equipped with a measuring device that automatically and continuously measures the length of each Line actually placed to within a tolerance of  $\pm 2$  percent.

Pavement markings shall present a uniform appearance and be clearly visible at all times or they shall be removed and new markings applied in a manner approved by the County or his designee at the Contractor's expense.

Pavement line markings shall consist of stop lines, crosswalks and solid or skip lines used for, but not limited to, dividing lanes, marking edges, channelizing, outlining and marking safety zones around objects and forming islands and parking lot stalls.

Crosswalks, Pavement message markings and stop lines shall be installed using Type A, Type B or Type B-HS as the Contractor elects. Crosswalks markings shall consist of two lines, each 6 inches in width, with the space between the lines being equal to the width of the adjoining sidewalk but at least 6 feet in width. Stop line markings shall be solid white lines 24 inches in width extending across all approach lanes.

School zone markings shall consist of the word "SCHOOL": for each approach to the school Characters shall be 10 feet 4 inches in height where permitted by the normal roadway width. Markings shall extend transversely across both lanes of two-lane roadways and across two or more approach lanes of roadways of three or more lanes.

Elongated arrows and work messages shall be constructed in accordance with the requirements of MUTCD.

**15.6 Cleanup:** Contractor shall be responsible for removal of all paints, solvents, and other chemicals used in the traffic marking operation. Cleaning of equipment shall not be allowed on public streets

**15.7 Measurement & Payment:** Traffic markings in white or yellow shall be measured on the unit basis, by actual count. Payment for installation of traffic markings is based on the Contract unit price, per unit of measurement unit pricing and shall include all equipment, materials, labor, traffic control, cleanup and other incidental items as necessary to complete the work.

## **16 EROSION AND SEDIMENT CONTROL**

**16.1 Description:** The Contractor shall comply with ODOT Standard Specifications as listed and currently applicable, including the Oregon Department of Transportation's Erosion Control Manual. All land disturbing activities of 2,500 square feet or more require an erosion and sediment control permit. The County shall provide direction to the Contractor for installation of Erosion control measures. The Contractor shall advise the County if conditions warrant additional measures prior to installation.

Only the smallest practical area shall be exposed or disturbed at any one time for the shortest

practical period of time. Permanent vegetation, where applicable, shall be established at the earliest practical date. No disturbed area to remain denuded for more than 7 calendar days. The disposal of excess excavation off site, the disposal of waste materials removed from erosion and sediment control facilities, and the disposal of erosion and sediment control facilities shall be in accordance with the Oregon Department of Transportation's Erosion Control Manual.

All temporary Erosion and Sediment Control Measures shall be removed by the Contractor at his expense within 30 days of achieving final stabilization as approved by the County. No Erosion and Sediment Control Measures shall be removed until authorized by the County.

- 16.2 Measurement and Payment:** Refer to the ODOT Standard Specifications as listed and currently applicable, including the Special Provisions. The payment will be full compensation for all materials, labor, equipment, tools, maintenance, and incidentals to complete this work.

## **17 QUANTITIES**

Unit Pricing shall provide the basis of all cost proposals submitted for specific projects. Unit Pricing submitted by each Bidder shall be used to calculate any changes in quantities required by the County either as additions to or deductions from the resultant contract work. The County reserves the right to change, add or delete any categories or quantities.

Quantities for the various items of work, equipment and materials, which may be set forth in the Bid Form, are considered to be approximations only and are given for the sole purpose of providing a uniform basis for the comparison of Bids ("Evaluation Model").

## **18 SCHEDULE & UPDATES**

The contractor shall submit a proposed schedule in writing for the County's approval within 10 days of receiving a Contract. Any changes to said schedule shall be submitted to the County project manager for review and approval.

For projects where the duration is anticipated longer than one (1) week:

- 18.1** On a weekly basis, the Contractor shall provide a written Schedule Update to the County.
- 18.2** The Contractor shall participate in monthly progress meetings coordinated by the County, and shall prepare a brief written monthly report including the following items:
- A. Updated construction schedule;
  - B. Status of permit acquisition, including compliance and inspection status;
  - C. Any conditions that may require a Change Order or a potential claim; and
  - D. Status of any other particulars required during the course of the work (such as resolution of any issues, the testing results, coordination with the public, etc.)

The Contractor is responsible for maintaining a schedule of all work including that being performed by Subcontractors. Any schedule delays shall be coordinated with the County immediately.

## **19 OVERSIGHT, WORK ORDERS AND REPORTING**

The Director of the Department of Public Works or designee (Project Manager) will serve as Project Manager and will provide work assignments, oversight and guidance to the Contractor for the implementation and administration of all technical aspects of the contract.

The Contractor must be capable of receiving, updating and transmitting the status of work orders electronically in a mutually agreed upon format, i.e. Excel, Word, Access, etc.

## **20 KEY CONTACT PERSONNEL**

At the beginning of the awarded contract, the Contractor shall be responsible for submitting

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the names and contact information for Key Contact Personnel 1) During routine County working hours, 8:00 AM – 5:00 PM, Monday – Friday and 2) for emergency calls outside routine County working hours. An answering machine is not acceptable as a point of contact. A voicemail paging system or answering service in lieu of a contact person shall be required to initiate a callback to the County within 15 minutes.

Whenever there are changes to the Contractor's Key Contact Personnel, the Contractor shall submit new contact names and information to the County within 24 hours.

## **21 TRAFFIC CONTROL**

### **21.1 Work Zone Traffic Control**

The Contractor shall be responsible to provide all devices and labor related to traffic control. Any traffic control deficiencies shall be immediately corrected. Traffic control must be set up and inspected by the Department of Public Works (DPW), or its authorized representative, prior to commencement of work at any location.

DPW shall be notified not less than 72 hours prior to beginning street construction. Under no circumstances shall a roadway be closed for routine construction without the approval of the DPW Project Manager.

All flaggers shall be certified by ODOT, the American Traffic Institute, or other approved entity. The Contractor shall provide copies of certifications of flaggers to be used to the County prior to the commencement of work. Further, the flagger shall have the certification card on their person at all times while engaged in flagging operations. If at any time, the County determines a flagger to be inadequate, the Contractor shall replace the flagger with a qualified flagger immediately.

Unit pricing shall include all labor, materials, devices and work necessary to set up, maintain, inspect and remove traffic control per day.

### **21.2 Traffic Control Devices**

All traffic control devices shall be in conformance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, the Oregon Department of Transportation's Temporary Traffic Control Handbook, and the National Highway Cooperative Highway Research Program Report 350.

The Contractor shall furnish, erect and maintain all signs; barricades shall be in place before any work is started by the Contractor.

In the event that a construction site in the opinion of DPW (or its inspectors, whether County staff or consultant) or the Police Department is improperly signed, barricaded, or lighted, the Contractor will be so notified. If the Contractor cannot be reached immediately or fails to take necessary corrective measures, a stop work order may be issued until such corrective action is taken. Additional time for stop work order due to improper signage will not be granted.

On streets with unlimited parking, "No Parking" signs shall be erected a minimum of 72 hours in advance of the beginning of any street construction. Such signs shall bear the effective day and time. Signs prohibiting parking shall be placed not more than 100 feet apart. All existing regulatory signs which do not apply during construction shall be covered.

All construction signing, barricades and other traffic control devices shall be removed promptly when the construction is completed.

The Contractor shall maintain all signs and barricades in the roadway in the manner prescribed. All traffic control devices shall be kept in proper position, clean and legible at all times. Damaged traffic control devices shall be repaired or replaced immediately. Paper parking regulation signs shall be affixed so they will remain legible at all times, especially during inclement weather. In the event that work is halted, all unnecessary signs will be removed.

### **21.3 Traffic Control Plans**

The Contractor shall provide a detailed traffic control plan in compliance with the latest editions of the Oregon Department of Transportation's Temporary Traffic Control Handbook and the Manual on Uniform Traffic Control Devices. Traffic Control Plans (TCP) shall be submitted to the County for review and approval at the time of submittal of the proposed schedule. The TCP plans shall comply with the following requirements:

Residential and emergency access shall be maintained at all times during construction. The Contractor shall be responsible for coordinating all traffic control and right-of-way permits within the County. Traffic control is to be coordinated with the County a minimum of 72 hours prior to scheduled construction activities.

Trash and recycling collection occurs throughout the County. The contractor shall make provisions to accommodate trash collection on these days for residences affected by the work.

## **22 INSPECTIONS**

Inspections will be performed when the Work, in the opinion of the Contractor, is substantially completed. The Contractor shall notify DPW in writing at least ten (10) days in advance that the work will be ready for final inspection and test on a specified date. However, all stages, materials, and details of the work are subject to inspection at any time. The Contractor shall provide DPW and its Inspectors with full and safe access to all parts of the work and shall be furnished with such information and assistance by the Contractor as are required to make a complete, timely and detailed inspection. County Staff shall have ready access to machines and plant equipment used in processing or placing materials.

Prior to the beginning of operations, the County will meet with the Contractor to establish an understanding of the critical stages of work that shall be performed in the presence of the Inspector. At a minimum, the Contractor shall notify the County 24 hours in advance of the following stages of construction when inspection shall be required:

- Proof rolling operations
- Prior to laying final surface course

Additional inspections shall be necessary and shall be discussed at the pre-construction meeting. In order for the County to schedule inspection of the work, the Contractor shall keep the County informed of planned operations.

## **23 PROTECTION OF UNDERGROUND UTILITIES**

The Contractor is directed to protect and maintain service to adjacent buildings for both public and private utilities. The Contractor shall be responsible for contacting Oregon Utility Notification Center (OUNC) Call: 1-800-332-2344 (or 811) for the location of any underground services situated in the work area that could be damaged by the Contractor's operation. Copies of OUNC tickets shall be provided to the County for final record. The Contractor shall be responsible for contacting all affected utility companies at least two full business days, but no more than 10 full business days prior to beginning work to ensure the proper coordination of work and the protection of utility lines.

Should damage occur, the Contractor shall immediately contact the appropriate utility organization and shall be responsible for all claims for damage due to the utility organization's need to complete protection work of the underground services. The Contractor shall notify the County of the incident within three (3) hours.

## **24 WORK HOURS AND NOISE LEVELS**

Normal work hours permitted in the County are 7:00 AM to 10:00 PM Monday through Sunday. The County may further restrict work hours based on availability of the County to monitor work.

Only one (1) lane may be closed at a time. Total road closures must be approved by the

County.

The Contractor shall comply with County Ordinance 91-8 regarding noise levels. Noise generated by equipment is regulated by County Ordinance 91-8 "Matter of Regulating Noise". Environment: equipment shall not be operated in such a manner as to cause a noise disturbance.

Two lanes (one in each direction) should be maintained at all times during construction unless flag persons are utilized and in compliance with the MUTCD, the Oregon Department of Transportation's Temporary Traffic Control Handbook.

## **25 CONTRACTOR'S PERFORMANCE AND PERSONNEL**

Contractor shall ensure that all personnel assigned to County projects/work are trained, skilled and qualified to perform the various services as requested; possess the appropriate license for the work being performed at the project site; and are directly employed and supervised by the Contractor (unless approved by the County as Subcontractor).

The County reserves the right to reject Contractor's service personnel who, in the County's judgment are not adequately qualified to perform the work.

During the performance of duties under this contract, the Contractor's personnel shall at all times wear approved clothing to include hard hat and safety shoes where needed and any other equipment required to meet OSHA standards. The Contractor shall obey all safety rules and regulations and shall not create hazardous conditions within or around the work site. Contractor personnel may be required to wear a Contractor supplied photo identification badge. Such badges must be clearly visible when worn.

If any person employed on the job by the Contractor shall appear to the County to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately upon request of the County, and shall not again be re-employed (on subject project) except on written consent of the County.

Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of alcoholic beverages or illegal drugs, on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the County.

## **26 AUTHORITY OF PROJECT MANAGER**

The Contractor must carry out the instructions of the County regarding the work to be done under the contract. The County has the authority to enforce contract provisions, and to:

- 26.1** Stop work whenever necessary to protect County property.
- 26.2** Reject materials and workmanship that do not conform to contract requirements.
- 26.3** Direct unacceptable work to be removed and replaced with acceptable work.

## **27 AUTHORITY OF INSPECTOR**

The County's inspector (whether County staff or consultant under contract with the County) has the authority to reject materials or suspend work if the quality of either is in dispute with the Contractor. Settlement of a dispute is decided by the County.

An inspector's authority does not extend to modification of any of the provisions of the contract documents, acceptance of the work, acting as a supervisor for the Contractor, or improper interference in the Contractor's project management.

## **28 CHANGE ORDERS**

Construction change orders shall be initiated when any material or substantive change within the original specifications or project scope is proposed or is deemed necessary by the County or the Contractor.

Change Orders that increase or expand the scope of the project in any way shall not proceed or initiate any work until the said change is approved in writing by the County and the Director of DPW.

The County or the Contractor may initiate change orders. A request initiated by the County will contain a description of the intended change with supplementary revised drawings as applicable, project scope, specifications and a revised projected time for completion if necessary. An expansion of project scope, project design, or increases in quantities or reduction in time must be initiated with a written description to be approved by the Director of DPW.

The Contractor may only initiate a change order request within the established project scope and specification parameters. A request initiated by the Contractor must provide supporting documentation, including a written statement of the reason for the change, the reason that the work was not included in the original bid and the effect the proposed change will have on the project timeline, price, and associated factors. The Contractor shall not proceed with any changes prior to receiving written approval from appropriate County officials. The County will not be liable for the cost of changes orders not formally approved before the work begins.

The adjustment in the Contract Price, if any, shall constitute full and mutual accord and satisfaction for all costs related to the change.

## **29 PRE-CONSTRUCTION MEETING**

After receipt of a work order pursuant to the contract and prior to commencement of the work, a meeting will be arranged between the Contractor and the County to discuss all aspects of the project, including DPW Department policies and regulations, administrative matters, safety and accident prevention, scheduling, permits, bond requirements and will also provide the Contractor an opportunity to request clarification of any of the contract documents and County requirements. The Contractor shall mobilize forces and commence work within fifteen (15) days from Notice to Proceed or as may be mutually agreed to at the pre-construction meeting.

## **30 SOURCE OF MATERIALS & FINAL INSPECTION**

Materials used in the work shall meet all quality requirements of the contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the County in writing of the proposed sources of those materials requested promptly after being awarded the contract. Any material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests and evaluations the producer believes necessary to control the product adequately. All materials for use in the project are subject to inspection and tests at any time prior to being incorporated into the work.

Contractor shall provide "as-built" documentation of the final construction conditions. As-built documents shall be typed descriptions of materials and quantities, and may include hand-drawn sketches or plans generated by the Contractor. The Inspector shall verify the accuracy of the as-builts; any discrepancy shall be corrected by the Contractor.

When the Work in the opinion of the Contractor is substantially completed, the Contractor shall notify the County in writing at least ten (10) days in advance that the work will be ready for final inspection and test on a specified date, which date shall be stated in such notice.

If the work is completed in accordance with the requirements of the Contract Documents, the date of completion will be fixed as the date of final inspection rather than the date of receipt of the written request for the final inspection.

If such inspection reveals work not performed in accordance with the requirements of the Contract Documents, or uncompleted work, the Contractor shall be notified in writing and it shall promptly perform the work required. The Contractor shall then request a re-inspection, which will be made within ten (10) days after receipt of such request. When it has been determined by any re-inspection that the work is completed in accordance with the

requirements of the Contract Documents, the date of completion will be fixed as the last day of such re-inspection.

Final approval and acceptance by the County shall be granted only after the field inspection of completed construction is performed.

### **31 FINAL PAYMENT**

Prior to final payment, which will include any retainage, less any amounts due to or claimed by the County, the County may require the Contractor to submit a notarized Affidavit of Payment of Claims. When required, the final payment will not be made until such time as a properly executed Affidavit is received: such Affidavit shall be on a County-approved form. Failure to submit the Affidavit will result in a delay in payment.

Failure to properly pay Subcontractors and suppliers will result in the Contractor being adjudged in Default of the Contract Documents.

Upon completion and acceptance of the work required by the Contract Documents and the filing of the Affidavit, if required, the County shall file a written Certificate of Completion with the County and Contractor. The Certificate of Completion shall describe the entire amount of work performed and compensation earned by the Contractor including extra work and compensation.

Within thirty (30) days from the date of the Certificate of Completion, the Contractor shall deliver to the County final invoice. Final payment shall not be made until final as-builts have been submitted and accepted by the County.

### **32 SAFETY & SAFETY EQUIPMENT**

The Contractor shall comply with and ensure that the Contractor's personnel comply with all the current applicable local, state and federal policies, regulations and standards relating to safety and health. This shall include but is not limited to the standards of the Oregon Occupational Safety and Health Administration for General Industry and for the Construction Industry.

While on the job site, the Contractor's personnel shall wear required personal safety equipment. This personal safety equipment shall include, but not be limited to hard hats, hearing protection, eye protection, proper clothing, and footwear. All personnel working on the job shall also wear clothing which clearly identifies them as employees of the Contractor.

The Contractor shall immediately discontinue any operations of the Contractor determined unsafe by the Project Manager or designee, upon receipt of either written or oral notice.

The County reserves the right to require the removal and replacement of any employee or equipment of the Contractor at the work site when, in the County's judgment, that person or equipment is not performing safely or efficiently.

### **33 PERMITS**

Contractor shall obtain all permits as required for all work and services performed under the resultant contract. For work performed within the County, permit fees will be waived for all permits issued by the County.

### **34 CONTRACTOR'S EQUIPMENT**

All equipment used on the job shall meet all Federal, State, and local safety requirements. The equipment shall be licensed to operate in Oregon. In addition, the Contractor's name or logo shall be clearly displayed on all trucks used on all jobs.

**34.1** Arrange for and maintain the staging area at their expense.

**34.2** Locate trailers and equipment as far as possible from nearby occupied dwellings.

**34.3** Keep the site neat and policed so that debris will not be transported to neighboring

properties by wind or other means.

- 34.4** Start construction equipment only when necessary in the mornings.
- 34.5** Do not leave construction equipment running needlessly.
- 34.6** Caution workmen to speak quietly and to use language that would not offend citizens in the area.
- 34.7** Locate portable sanitary facilities on a secluded or concealed portion of the site.
- 34.8** Where appropriate, provide lighting and/or fencing to make access to the site during non-working hours more difficult.
- 34.9** When storing construction materials insure that they do not have a tendency to become unstable.
- 34.10** Where dust may become a nuisance, provide means for dust control.
- 34.11** The Contractor shall maintain access to all properties and County/City services.
- 34.12** Grass and weeds within the project limits shall be kept trimmed at all times by the Contractor at no additional cost to the County.

### **35 CONTRACTOR PARKING**

The Contractor shall designate a parking area and obtain County approval prior to the start of construction. No construction vehicles shall be parked on private property unless a copy of the owner's written permission is supplied to the County. The Contractor shall maintain clear access to and from residential properties and businesses at all times within the limits of work.

### **36 STORAGE OF EQUIPMENT AND MATERIALS**

The Contractor shall be responsible for selecting the staging and laydown areas and any needed storage yard in the vicinity of the project. Areas used by the Contractor within the public right-of-way require the prior approval of the County. All costs associated with the use, maintenance, and final restoration of areas needed shall be at the sole expense of the Contractor. In addition, the Contractor shall do the following:

### **37 COMMUNICATIONS**

At least one on-site worker who has supervision authority must be conversant in the English language. This is necessary because of the need to provide job instructions, ensure compliance with safety regulations and communicate with County staff and/or other Contractors on site. The County shall be sole judge of the communication level of the Contractor's employees. Failure to have an English-speaking worker on each job is cause to halt work until the situation is remedied. Should this happen, it shall be at no additional cost to the County.

### **38 IMMIGRATION REFORM AND CONTROL ACT**

By entering into a written contract with the County, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the State, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 as amended.

### **39 LIQUIDATED DAMAGES**

The damage and loss to the County resulting from failure of the Contractor to complete the Work within the time specified, plus any extension of time granted, shall be as stipulated in Section 00180.85 Failure to Complete on Time; Liquidated Damages: of the Oregon Department of Transportation (ODOT) Standard Specifications as listed and currently applicable, including the Special Provisions.

### **40 MATERIALS QUALITY ASSURANCE, CERTIFICATION & TESTING**

The Contractor shall promptly furnish sufficient labor and material necessary for the testing of samples taken by the County at no cost to the County as may be designated in the Contract Documents. All work shall be performed using material represented by the approved samples.

#### **41 COLUMBIA COUNTY SPECIAL PROVISIONS**

The County has adopted Special Provisions as detailed on Pages 18 - 23 of these Technical Specifications. These Special Provisions apply to the following:

- Saw Cutting
- Non-Woven Asphalt Overlay Fabric
- Construction Fabric
- Asphalt Concrete Pavement
- Maintaining Traffic
- Contingent Subgrade Undercut and Backfill

**COLUMBIA COUNTY  
SPECIAL PROVISIONS**

**PARTIAL DEPTH SAW CUTTING: 2 INCH DEPTH  
PARTIAL DEPTH SAW CUTTING: 2 TO 6 INCH DEPTH  
FULL DEPTH PAVEMENT SAW CUTTING**

**DESCRIPTION**

These items shall only be used where specified in the Contract Documents and as directed by the County.

**MATERIALS**

None

**CONSTRUCTION**

Pavement Saw Cutting – 2-Inch Depth shall be used at the limits of work on cold planing HMA areas, and in locations directed by the County.

Full Depth Pavement Saw Cutting (4 to 9 – inches) shall be used around the perimeter of all base repairs, at the limits of work on total replacement areas, and where directed by the County. The edges shall be saw cut to the full pavement depth of the Hot Mix Asphalt (HMA) surface and base, and including where encountered, the Portland Cement Concrete (PCC) base, to the top of the aggregate sub-base, prior to breaking and excavation of the roadway.

Saw cuts shall be made with a power saw, to a width directed by the County. Saw cuts shall be clean, dry and free from dust, grit, oil and moisture to the satisfaction of the County.

**MEASUREMENT AND PAYMENT**

These items will be measured and paid for at the Contract unit price bid per linear foot for the pertinent item, which price and payment shall be full compensation for all labor, tools, materials, equipment, and incidentals necessary to complete the work.

Only saw cuts for base repairs, partial depth repairs, bus pads, sidewalks, driveways, alleys, and at the limits of cold planing and total replacement areas will be measured and paid under these items. All other saw cuts shall be incidental to the pertinent items in the Contract.

COLUMBIA COUNTY  
SPECIAL PROVISIONS

**NON-WOVEN ASPHALT OVERLAY FABRIC**

**DESCRIPTION**

This item shall consist of furnishing and placing Non-Woven Asphalt Overlay Fabric on the properly tack coated roadway surface. The work shall be in accordance with these Special Provisions and as directed by the County.

**MATERIALS**

Non-Woven Asphalt Overlay Fabric shall be “MIRAPAVE” by Mirafi, Inc., “AMOPAVE” by Amoco Fabrics Company, “PAVEPREP” by Contech, or approved equal.

Grab Tensile Strength	90 pounds (ASTM-D-4632)
Elongation	50% (ASTM-D-4632)
Burst Strength	200 psi (Mullen Burst Test)
Asphalt Retention	0.2 gal/yd <sup>2</sup> (Texas DOT 3099)
Puncture Strength	55 pounds (ASTM-D-4833)
Asphalt Tack Coat	310.02

**CONSTRUCTION**

The Contractor shall install the overlay fabric in accordance with the Manufacturer’s specifications and as directed by the County. Widths and lengths of fabric shall be overlapped a minimum of six (6) inches.

In locations where Self-Adhering Waterproofing Membrane is also being used, the Self- Adhering Waterproofing Membrane shall be placed first or below the overlay fabric.

**MEASUREMENT AND PAYMENT**

Non-Woven Asphalt Overlay Fabric will be measured on the basis of the actual square yards of material complete, in place and accepted. Non-Woven Asphalt Overlay Fabric will be paid for on the basis of the Contract unit price bid per square yard, which price and payment shall be full compensation for all tack coat, labor, materials, tools, equipment, and incidentals necessary to complete the item in a manner satisfactory to the County.

COLUMBIA COUNTY  
SPECIAL PROVISIONS

**CONSTRUCTION FABRIC**

**DESCRIPTION**

This work shall consist of furnishing and placing Construction Fabric on the roadway sub-grade in areas of base repairs and as directed by the County.

**MATERIALS**

Construction Fabric shall be TENSAR GEOGRID (8x1200) or approved equal.

**CONSTRUCTION**

The Contractor shall install the Construction Fabric in accordance with the Manufacturer's specifications and as directed by the County. Widths and lengths of fabric shall be overlapped two feet (2') and as directed by the County.

**MEASUREMENT AND PAYMENT**

Construction Fabric will be measured on the basis of the actual square yards of the material complete in place and accepted.

Construction Fabric will be paid for at the Contract unit price bid per square yard, which payment shall be full compensation for all labor, materials, tools and incidentals necessary to complete the work in a manner satisfactory to the County.

COLUMBIA COUNTY  
SPECIAL PROVISIONS

**ODOT SECTION 00744 – ASPHALT CONCRETE PAVEMENT**

(From ODOT 2021 Oregon Department of Transportation (ODOT) Standard Specifications) IS  
AMENDED AS FOLLOWS:

- a) The Contractor shall lay bituminous concrete on one-half of the roadway at a time. When laying the first half of the roadway, traffic will be maintained on the opposite side of the street. Traffic will not be allowed on the newly laid surface until it has cooled and been rolled sufficiently in the opinion of the County.
- b) Certified Flagmen or off-duty Police Officers shall be provided, as directed by the County. The cost of the Certified Flagmen shall be paid at the unit price bid unless otherwise provided for under Work Zone Traffic Control bid item. If Flagmen are requested by the County, they must be certified by ODOT, the American Traffic Institute, or other approved entity and if evidence of certification is not provided, the work will be suspended until proper documentation is provided to the County. Additional time for stop work order due to uncertified flagman will not be allowed.
- c) Before the laying of the asphalt base, the Contractor shall verify that all castings are to the proper grade. Manhole and valve box frames shall meet or be less than one quarter of an inch ( $\frac{1}{4}$ " ) from the proposed grade when measured with a 10-ft straight edge laid on the finished pavement. The grade shall be checked both parallel and perpendicular to the center of the street.
- d) Prior to installation of the final surface, the Contractor shall pour cutback asphalt around the top of the castings as necessary to seal the joint between the pavement and casting. All the cost of cleaning, pointing and sealing with cutback asphalt shall be included in the price bid per ton for bituminous concrete asphalt.
- e) Asphalt paint/ tack coat applied to the curb lines shall not show more than one (1") inch above the finished pavement grade. Any curbs marred by excess asphalt shall be cleaned by the Contractor at his expense. Curbs marred or broken by the Contractor's equipment shall be repaired or replaced at the Contractor's expense.
- f) When the final asphalt course is to be placed on roadways which have been cold planed (milled), the Contractor shall use a bituminous paver with electronically controlled screeds to insure a smooth riding surface. The cost of the electronic screed equipment is to be included in the bid price per ton for bituminous concrete.

COLUMBIA COUNTY  
SPECIAL PROVISIONS

**Section 00221 - Common Provisions for Work Zone Traffic Control**  
(From ODOT 2021 Oregon Department of Transportation (ODOT) Standard Specifications) IS  
AMENDED AS FOLLOWS:

**00221.99 Payment, Method "C" - Incidental Basis**

Modify Payment to read as follows:

No separate payment shall be made for work zone traffic control and will be included in the appropriate bid items.

**COLUMBIA COUNTY  
SPECIAL PROVISIONS**

**Contingent Subgrade Undercut and Backfill**

**DESCRIPTION**

This work shall consist of the subgrade undercut to the extent specified in this Contract Document, disposal of unsuitable subgrade material and replacement with suitable aggregate base material, if required, in accordance with the requirements of these specifications or as directed by the Engineer.

**MATERIALS**

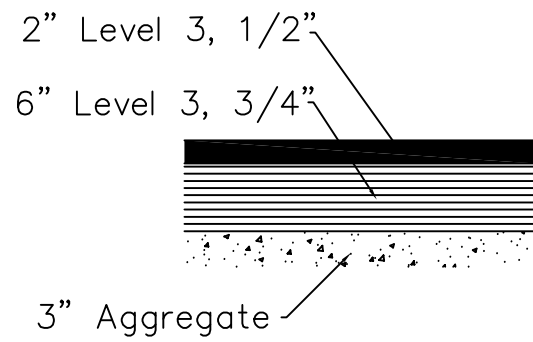
Refer to ODOT Standard Specifications - Section 00641 - Aggregate Subbase, Base, and Shoulders

**CONSTRUCTION**

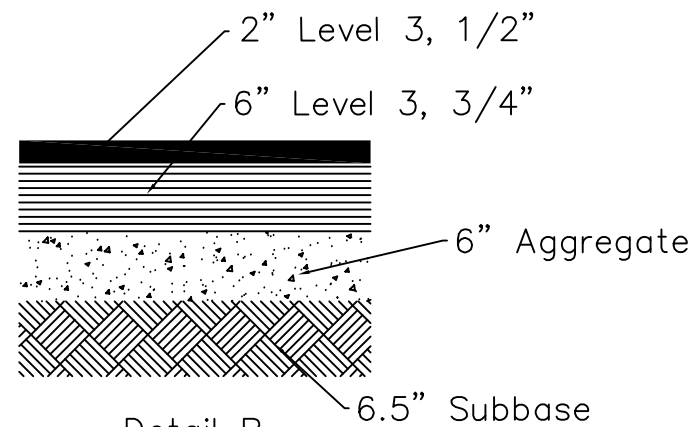
Existing subgrade that fails to meet the proof rolling criteria as determined by the County shall be undercut and replaced with an additional 6 inches of ODOT Aggregate Subbase.

**MEASUREMENT AND PAYMENT**

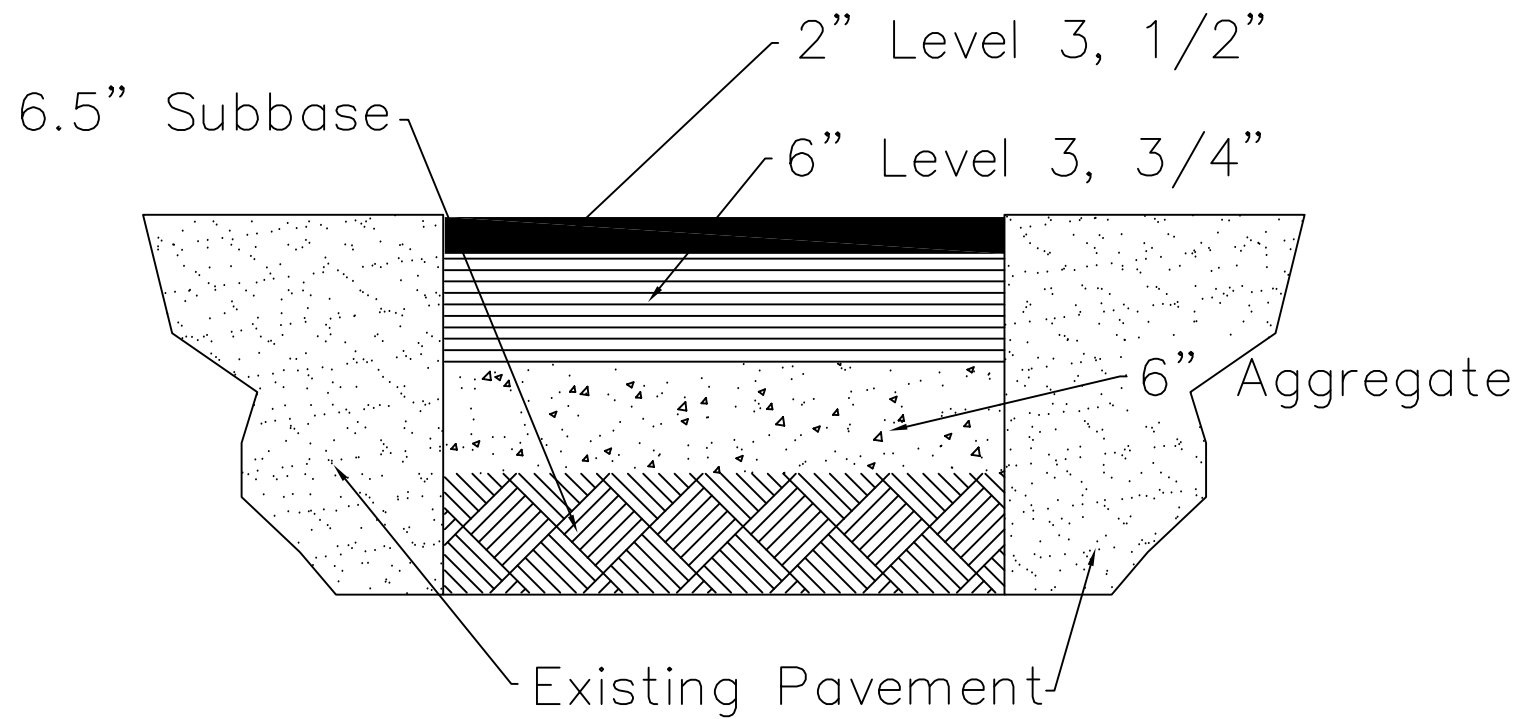
These items will be measured and paid for at the Contract unit price bid per ton.



Detail A  
NTS



Detail B  
NTS



Detail R.01  
NTS

# ATTACHMENT J SAMPLE CONTRACT

## COUNTY STREETS: PAVING, ROADBED RECONSTRUCTION & STRIPING

This Agreement is made and entered into by and between **Columbia County**, a political subdivision of the State of Oregon, hereinafter referred to as "County," and \_\_\_\_\_ hereinafter referred to as "Contractor."

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date. This Agreement will be effective on the date last signed below. However, Contractor shall not commence work on any project until Contractor has received a project notice from the County.
2. Completion Date.
  - a. This Agreement shall terminate on July 26, 2027.
  - b. Following this initial term the County may renew this contract under the same pricing, terms, and conditions for four (4) additional, successive one-year periods.
  - c. Notice of intent to renew may be given to the Contractor in writing by the County, at least sixty (60) days prior to the expiration of the initial term or any annual extension. Failure to give such notice will not constitute a breach of this contract.
  - d. Contractor shall notify the County, in writing, at least ninety (90) days prior to the expiration of the initial term or any annual extension if Contractor is not willing to have the contract term extended.
  - e. The termination of this Agreement, or any extension thereof, does not excuse the Contractor from the completion of any project for which a project notice had been issued by the County prior to that expiration. Any such project shall continue to be governed by the provisions of this agreement as if had not expired.
3. Project Notices: The purpose of this Agreement is to set pricing for projects to be performed in the future. The County's intent is to issue multiple project notices to multiple contractors over the term of this agreement. By entering into this Agreement the County is not committing to assign any work to Contractor.
  - a. Work will be assigned to Contractor by the issuance of a Project Notice specifying the work to be performed. Compensation for that work will be calculated using the pricing established by this Agreement.
  - b. For projects where the contract price exceeds \$50,000 the Project Notice shall be in the form of a Public Improvement Contract which the Contractor must sign and return to the County prior to the commencement of any work.
  - c. Each project notice is subject to the terms and conditions of this contract.
4. Project Funding.

## ATTACHMENT J SAMPLE CONTRACT

- a. All funds for payments by the County for projects under this Agreement is subject to the availability of a general or specific annual appropriation for this purpose by Columbia County Board of Commissioners. In the event of non-appropriation of funds by the Board, or if the funds so appropriated for the then current fiscal year are exhausted, the County may terminate this Agreement, and/or any Project Notice issued under this Agreement without penalty in accordance with Section 22 of this Agreement.
  - b. Projects under this Agreement may be funded in whole or in part through Federal or State funds. The Project Notice for any such project shall be subject to any additional terms and conditions imposed by the agreements under which such funding is obtained.
5. Exhibits. The following exhibits are attached hereto and are incorporated herein by this reference:

**Exhibit A-** Contractor's Proposal

**Exhibit B-** Invitation to Bid (ITB), including the following attachments:

**Attachment E** – Columbia County Bid Bond

**Attachment F** – Columbia County Performance Bond - Surety

**Attachment G** – Columbia County Payment Bond - Surety

**Attachment I** - County Standard Details

**Attachment K** - Environmental and Natural Resources Laws

This Agreement and its exhibits shall be interpreted in a manner that gives effect to all terms. In the event of conflict, this Agreement shall control, followed by Exhibit B, followed by Exhibit A.

6. Contractor's Services. Contractor agrees to provide the services described in the ITB, and as proposed in Contractor's Bid. In addition to the provisions of this Agreement, Contractor agrees to comply with all provisions the applicable Project Notice in the performance of the services.
7. Consideration. County shall pay Contractor at the rates set out in the Contractor's Proposal. Said amount is to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise agreed to in writing by the parties, payments shall be made upon completion of any project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state sources. In the event sufficient funds shall not be appropriated, and/or received by County for the payment of consideration required to be paid under this Agreement, County may terminate this Agreement without penalty in accordance with Section 22 Mikeof this Agreement.
8. Contract Representatives. Contract representatives for this Agreement shall be:

For the County:

Mike Russell  
Public Works Director.  
Road Department  
Columbia County  
1054 Oregon St.  
St. Helens, OR 97051

For the Contractor:

*Name, Title*  
*Department*  
*Company*  
*Address*  
*City, State zip code*

## **ATTACHMENT J SAMPLE CONTRACT**

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the County's Contract Representative is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If any work is done by Contractor without prior written authorization by the County's Contract Representative, the County will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

9. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.
10. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued there under, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
11. Reports. Contractor shall provide County's Contract Representative with periodic reports about the progress of the project as requested by County.
12. Ownership of Documents. County will own the documents and data prepared and/or compiled by Contractor pursuant to this agreement, including working papers, drawings, and other material necessary for complete understanding of the plans. Contractor hereby conveys, transfers, and grants to County all copyrights and rights of reproduction to all such documents. County agrees not to assign or transfer the drawings which would duplicate the work product represented in the drawings at another location without the written consent of the Contractor. Contractor shall retain the right to reproduce the documents for purposes related to this project, for Contractor's archival records, and for marketing purposes. Within 120 days of the completion of the project, the Contractor will provide to the County one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and appropriate consultants. In addition, Contractor will provide to the County digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format.
13. Guarantee. Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the County for the period of a minimum of one year, or longer, if so specified in the Project Notice. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the County's Contract Representative within the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, County may do so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excluded from the above requirements.
14. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of

## **ATTACHMENT J SAMPLE CONTRACT**

County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

- a. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - b. This Agreement is not intended to entitle Contractor to any benefits generally granted to County's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
  - c. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.
15. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

- A. Contractor shall:
- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
  - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
  - (5) Demonstrate that an employee drug testing program is in place.

## **ATTACHMENT J SAMPLE CONTRACT**

- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the proper officer or officers representing 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 Contractor by reason of this Agreement.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the County or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, 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.

- C. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

- (1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor and any employer under this Agreement must give notice in writing to employees who work under this Agreement, 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.

- D. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services

## **ATTACHMENT J SAMPLE CONTRACT**

and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

- E. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
- F. Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
  - (1) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by County under this Agreement; and
  - (2) An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from County, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from County or Contractor when payment was due. The interest penalty shall be:
    - (a) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
    - (b) Computed at the rate specified in ORS 279C.515(2).
- G. Contractor shall include in each of Contractor's subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection F of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- H. The clauses required by subsections F and G of this section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10).
- I. The prevailing rate of wage must be paid to workers in each trade or occupation required for the public works employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers

## **ATTACHMENT J SAMPLE CONTRACT**

shall be paid not less than the specified minimum hourly rate of wage. The prevailing rate of wage applicable to the first year of this Agreement is the July 1, 2022 rate, a copy of which can be found at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

After the first year of this Agreement, the prevailing wage rate shall be the rate in effect on the date of issuance of the Project Notice as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(b).

- J. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- K. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

### **16. Bonding.**

- a. For the purposes of this section and ORS 279C.380-279C.390 the contract price shall be the amount calculated as owing to the Contractor for the performance of the work required under any project notice.
- b. Contractor and any subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on any project, unless exempt under ORS 279C.836(4), (7) or (8).
- c. Upon the receipt of any project notice Contractor shall promptly acquire and deliver to the County:
  - i. a good and sufficient performance bond, subject to approval by the County, in a sum equal to 100% of the Contract price to secure faithful performance of the Contract. In lieu of a surety bond, the successful bidder may propose, and the County may permit, the bidder to submit a cashier's check, certified check or cash in the amount of 100% of the contract price. The performance bond must be solely for the protection of the County. The County may permit the successful Bidder to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond; and
  - ii. a payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.
- d. Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the County and shall be in a form approved by the County.

17. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the

## ATTACHMENT J SAMPLE CONTRACT

performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontract.

18. Assignment; Subcontracts. Contractor shall not assign, subcontractor delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County. Any attempted assignment or subcontract by Contractor without the written consent of County shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by County of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and County.
19. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
20. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the activities of the Contractor or Contractor's officers, employees, subcontractors, or agents under this Agreement. Contractor shall cause all subcontractors to indemnify, defend, save, and hold harmless the County, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or subcontractor's officers, employees, subcontractors, or agents for the work described herein. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of County, its officers, agents or employees.
21. Insurance.
  - a. Contractor shall purchase and maintain, and shall require its subcontractors to purchase and maintain, for the entire period that work is performed under this Agreement the following policies of insurance to protect County and its officers, agents and employees, and the Oregon Judicial Department and its officers, agents and employees:
    - i. Commercial general liability insurance coverage from an insurance company authorized to do business in Oregon in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage.
    - ii. Automobile liability insurance covering each automobile utilized in the performance of this Agreement from an insurance company authorized to do business in Oregon in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage.

Workers' Compensation and Employer's liability meeting statutory limits mandated by State and federal laws.
    - iii. Environmental liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage.

## **ATTACHMENT J SAMPLE CONTRACT**

- b. Prior to commencing work, Contractor and any subcontractors shall provide County a certificate or certificates of insurance in the amounts required which names Columbia County, its officers, agents and employees, , as additional insureds to the Commercial General, Automobile Liability, and Environmental Liability policies as stated above. The certificates shall be accompanied by additional insured endorsements identifying Columbia County, its officers, agents and employees and the Oregon Judicial Department, its officers, agents and employees as additional insureds. Coverage will be primary and non-contributory with any other insurance and self-insurance. Contractor agrees to provide, and shall require its subcontractor to provide, County at least thirty (30) days prior written notice that any insurance coverage required by this paragraph will be canceled, not renewed, modified in any material way, or changed to make the coverages no longer meet the minimum requirements of this Contract. In the event of any discrepancy in the various provisions of this Agreement as to the amount and types of insurance required, the highest policy limits specified and all of the coverage types specified shall be required.
  - c. All of Contractor's and subcontractor's liability insurance policies, with the exception of worker's compensation, shall contain a waiver of subrogation against the County and the Oregon Judicial Department
22. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement upon (30) days advance written notice delivered by registered or certified mail, or in person, to the Contractor. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
- a. If Contractor fails to perform the work in a manner satisfactory to County.
  - b. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - c. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Contract. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

23. Time of the Essence. The parties agree that time is of the essence in this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the County's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner.

## **ATTACHMENT J SAMPLE CONTRACT**

Any failure of the Contractor to perform work on time is a material breach of this Agreement.

24. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
25. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
26. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
27. Attorney Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
28. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
29. Third Party Beneficiaries. The Oregon Judicial Department is a third party beneficiary to this Agreement. There are no other third party beneficiaries.
30. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(CONTRACT CONTINUES ON NEXT PAGE)

## ATTACHMENT J SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized officials, this Agreement between County and Contractor in duplicate on the respective dates indicated below.

CONTRACTOR:

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

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

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

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_  
Casey Garrett, Commissioner

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

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

Approved as to form by

By: \_\_\_\_\_  
Office of County Counsel



**COUNTY STREETS: PAVING, ROADBED RECONSTRUCTION & STRIPING**

ITB  
Attachment K

**ENVIRONMENTAL  
AND  
NATURAL RESOURCES LAWS**

ATTACHMENT K

**ENVIRONMENTAL AND NATURAL RESOURCES LAWS**

**COUNTY STREETS: PAVING, ROADBED  
RECONSTRUCTION & STRIPING**

**1. Oregon Department of Agriculture / Programs / Natural Resources / Laws and Rules**

[OAR Division 70 603-070](#) Soil and Water Conservation

[OAR Division 71 603-071](#) Soil and Water Conservation: Referendum and Election Procedures

[OAR Division 72 603-072](#) Soil and Water Conservation: Streambank Control and Stream Corridor Management Projects

[OAR Division 74 603-074](#) Confined Animal Feeding Operation

[OAR Division 77 603-077](#) Field Burning Rules

[OAR Division 80 603-080](#) Land Use Coordination

[OAR Division 82 603-082](#) Oyster, Clam and Mussel Leases

[OAR Division 90 603-090](#) Agricultural Water Quality Management Program

[OAR Division 95 603-095](#) Agricultural Water Quality Management Program

[OAR Division 101 603-110](#) Stewardship Agreements

[ORS Chapter 568](#) Soil and Water Conservation; Water Quality Management

[ORS Chapter 622](#) Shellfish

<https://www.oregon.gov/ODA/programs/NaturalResources/Pages/NRLaws.aspx>