

C52-2026

CONSTRUCTION CONTRACT (ORS 279C)
BY AND BETWEEN
COLUMBIA COUNTY AND
C.R. CONTRACTING, LLC

This Agreement is made and entered into by and between **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "Owner" or "County", and **C.R. CONTRACTING, LLC**, hereinafter referred to as "Contractor" for the Transfer Station Slurry Seal and Pavement Marking Project.

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/Completion Date. This Agreement will be effective when it has been executed by both Owner and Contractor. However, Contractor shall not commence work on the Project until Contractor has received a notice to proceed from the County's Representative.

The Project shall be completed by October 17, 2026. All time limits stated in the contract documents are of the essence of this Agreement. Notwithstanding any provisions in this Agreement for contract time extensions the Contractor and County agree that timely completion of the work is essential to the success of the Project and approval for time extensions shall be only a last resort. Both parties agree to make every effort to recover "lost time". The completion dates may be amended only by written agreement of the parties.

2. Exhibits. The following exhibits are attached hereto and are incorporated into this agreement by this reference:

Exhibit A-	Invitation to Bid
Exhibit B-	Contractor's Bid
Exhibit C-	Special Provisions
Exhibit D-	Plans and Contract Specifications

Together with this construction contract, the foregoing documents constitute the Contract Documents.

3. Contractor's Services.
 - a. Contractor agrees to provide the services described in the Invitation to Bid which is attached hereto as Exhibit A. County is choosing the option that requires a 2-day closure of the Transfer Station which is covered under Bid Schedule 2 of the proposal.

- b. Contractor agrees to provide the services as proposed in Contractor's Bid which is attached hereto as Exhibit B.
 - c. Contractor shall provide the services in the manner provided for in the Special Provisions, which are attached hereto as Exhibit C.
 - d. Contractor agrees to provide the services as set forth in the Contract Plans and Specifications which are attached hereto as Exhibit D.
 - e. Contractor shall comply with the March 31, 2026 Prevailing Wage Rates for Public Works Contracts in Oregon, which may be accessed at <http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>. The prevailing rate of wage must be paid to workers in each trade or occupation required for the Project 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 shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project.
4. Interpretation. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the following order:
- a. All written modifications, amendments and change orders to this Agreement that have been executed by Owner following any required Owner approvals;
 - b. This Agreement, excluding any Exhibits or Amendments;
 - c. The Invitation to Bid (Exhibit A);
 - d. The Special Provisions (Exhibit C);
 - e. The Plans and Specifications (Exhibit D);
 - f. The Contractor's proposal (Exhibit B);
5. Consideration. Owner shall pay Contractor a fee for service in the amount of \$ 207,583.49, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Payment shall be made as provided in the Specifications attached hereto as Exhibit D. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Owner for the payment of consideration required to be paid

C52-2026

under this Agreement, Owner may terminate this Agreement in whole or in part without penalty in accordance with Section 25 of this Agreement.

6. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Grant DeJongh
Assistant Public Works Director
Columbia County Road Department
1054 Oregon St.
St. Helens, OR 97051

FOR CONTRACTOR

Russell Davis
President
C.R. Contracting, LLC
64435 Strickler Ave. Ste. 100
Bend, Or 97703

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the Owner'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 Owner's Contract Representative, the Owner 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.

7. 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.
8. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, 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.
9. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.
10. Ownership of Documents. Owner 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 Owner all copyrights and rights of reproduction to all such documents. Owner 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.

11. Guarantee. [Reserved-Contractor shall comply with 00170.85 of the Specifications found in Exhibit D]
12. Qualified Work. By signing this Agreement, Contractor 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.
13. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner 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. Owner 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 Owner'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

C52-2026

shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.

14. 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 performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
- (5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]

b. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]

c. If Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the

end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]

- d. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides 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. [ORS 279C.515 (3)]
- e. The County paying a claim in the manner authorized in this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- f. Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Contractor shall pay the employee at least time and a half pay for:
 - (1) 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 [ORS 279C.520 (1)(a)(A)(i)]
 - (2) 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 [ORS 279C.520 (1)(a)(A)(ii)]
 - (3) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)(B)]

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause. [ORS 279C.520 (1)(b)]

Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. [ORS 279C.520 (1)(c)]

C52-2026

Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins 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 Contractor may require the employees to work, along with the prevailing wage rate information and any fringe benefit information. If Contractor fails to give written notice of the workers' schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the Prevailing Wage Rate overtime requirement. {ORS 279C.520 (2)}

- g. When Contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for contractor or subcontractor's employees who are working under this Agreement, Contractor shall post a notice describing the plan and containing information on how and where to make claims and where to make further information. The notice must be posted in a conspicuous and accessible place at the work site, preferably in the same location as the prevailing wage rates. [ORS 279C.840 (5)]
- h. 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 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. [ORS 279C.530 (1)]
- i. 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. [ORS 279C.530 (2)]
- j. Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
 - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.

- (2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed. [ORS 279C.545]
- k. Contractor must include in each subcontract for property or services Contractor enters into with 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 the subcontract within 10 days out of amounts Owner pays to the Contractor under this Agreement; and [ORS 279C.580 (3)(a)]
- (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor. [ORS 279C.580 (3)(b)]
- (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure. [ORS 279C.580 (3)(c)]
- (4) An interest penalty clause that obligates the Contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor is not 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 Owner or Contractor when payment was due. The interest penalty: [ORS 279C.580 (3)(d)]
- a. Applies to the period that begins on the day after the required payment date and that ends on the date on

C52-2026

which payment of the amount due is paid; and [ORS 279C.580 (3)(d)(A)]

- b. Is computed at the rate specified in ORS 279C.515(2). [ORS 279C.580 (3)(d)(B)]
- i. Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (K) 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 the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier. [ORS 279C.580 (4)]
- m. The provisions 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). [ORS 279C.580 (5)]
- n. Persons claiming to have supplied labor or materials for the performance of the work provided for in this Agreement, including any person having a direct contractual relationship with Contractor or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the Unemployment Compensation Trust Fund or the Department of Revenue in connection with the performance of this Agreement, has a right of action on Contractor's payment bond as provided for in ORS 279C.380 and 279C.400 only if:
- (1) The person or the assignee of the person has not been paid in full; and
 - (2) The person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and Owner. [ORS 279C.600 (1)]
- o. Contractor must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000, with a corporate surety authorized to do business in this state, before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9). The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless

the surety sooner cancels the bond. Contractor shall require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9), and verify compliance before permitting a subcontractor to start work on this Agreement. [ORS 279C.830(2) and ORS 279C.836 (1)]

- p. 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.
 - q. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]
15. Construction Contractor's Board/Public Works Bond. Contractor and all subcontractors must be registered with the Oregon Construction Contractor's Board (CCB). Contractor shall provide Owner with evidence that all persons on the job as subcontractors are in fact independent contractors registered with the Construction Contractor's Board. Contractor and subcontractors shall remain eligible to receive public works contracts under 279C.860 at all times during the term of this Contract.
16. Subcontracts and other Agreements. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void.

Requests for permission to sublet or subcontract any portion of this Agreement or to have any of the work performed by others than Contractor's own organization shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The Contractor shall perform with Contractor's own organization contract work amounting to not less than fifty (50%) percent of the amount of this Agreement as awarded. The term "CONTRACTOR'S OWN ORGANIZATION" shall be construed to include only workers employed and paid directly by Contractor and equipment owned or rented by Contractor. The Contractor shall prior to commencing work, notify the County Representative in writing of the names of any subcontractors and supplier of materials for the project. If subcontractors are to be used on this Contract, such subcontractors shall be bound by all of the provisions of this Contract including the requirement to supply certificates of insurance as provided in Section 24 (below). Other subcontracting provisions are found in ORS 279C.370 and are listed below.

- a. Subcontractor List. Before commencing work, Contractor shall provide to Owner a list of all subcontractors and suppliers to be involved on the

C52-2026

Project. The receipt of such list shall not require the Owner to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the Owner to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractors Board and have not been declared ineligible to work on a public contract.

- b. **Removal and Substitution.** Owner shall have the ability to require removal and substitution of any subcontractor or supplier prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, subcontractors or suppliers for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld.
- c. **Responsibility; Assignment.** The Contractor shall be responsible for all the acts and omissions of subcontractors and suppliers and their employees and agents. Contractor's subcontracts and supply contracts shall require the subcontractor and/or supplier, to the extent of the Work to be performed by the subcontractor or supplier, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the subcontractor and/or supplier consents to the assignment of the subcontract/supply contract to Owner contingent upon Contractor's default of Agreement.
- d. **Contractor's Obligations under Subcontracts.**
 1. No use of a subcontractor shall relieve the Contractor of any of its obligations or liabilities under the Agreement. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such subcontractor.
 2. The Contractor shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of this Agreement fully effective as applied to subcontractors. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

17. Accounting/Records/Audit. [Reserved-Contractor shall comply with 00170.07 in the Specifications found in Exhibit D.]
18. Laws, Regulations, and Orders. Contractor shall, at all times during performance of this Agreement, observe and comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, ordinances, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6). Contractor shall not engage in activity which creates an actual conflict of interest or violates Government Standards and Practices as provided in ORS Chapter 244.
19. Permits and Licenses. Unless otherwise specifically stated herein, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to the commencement of work hereunder.
20. 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 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 a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
21. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

C52-2026

22. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.
23. Indemnity. [Reserved-Contractor shall comply with 00170.72 of the Specifications found in Exhibit D]
24. Insurance. 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 Owner and its officers, agents and employees:
- a. 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.
 - b. 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.
 - c. Workers' Compensation and Employer's liability meeting statutory limits mandated by State and federal laws.

Prior to commencing work, Contractor and any subcontractors shall provide Owner 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 and Automobile Liability policies as stated above. The certificates shall be accompanied by additional insured endorsements identifying Columbia County, 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, Owner 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.

25. 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 Owner may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the Owner under the following conditions:

- a. If Contractor fails to perform the work in a manner satisfactory to Owner.
- 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 Owner 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 Owner not to exceed the maximum amount stated above and decreased by any additional costs incurred by Owner to correct the work performed. The rights and remedies of the Owner 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.

26. 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.
27. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner'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. Any failure of Contractor to perform work on time is a material breach of this Agreement.
28. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
29. 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.
30. Attorneys 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,

C52-2026

each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

31. **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.
32. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
33. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.
34. **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.

(Agreement continues on the following page)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED OR HAVE CAUSED TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICIALS, THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR IN DUPLICATE ON THE RESPECTIVE DATES INDICATED BELOW.

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

Name: _____

Kellie Jo Smith, Chair

Date: _____

By: _____

Casey Garrett, Commissioner

Approved as to form:

By: _____

Margaret Magruder, Commissioner

By: _____

Date: _____

Office of County Counsel

Exhibit A
Invitation to Bid

COLUMBIA COUNTY PUBLIC WORKS DEPT.

**1054 Oregon Street
St. Helens, OR 97051
Ph: 503-397-5090 Fax: 503-397-7215**

CONTRACT DOCUMENTS

**for
Transfer Station Slurry Seal
and Pavement Marking**

Contents:

- * Invitation to Bid**
- * Instructions to Bidders**
- * Bid Form**
- * Bid Schedule**
- * First-tier Subcontractor Disclosure Form**
- * Special Provisions**
- * Specifications**
- * Oregon Bid Bond**
- * Oregon Performance and Payment Bonds**
- * Exhibit 1: Prevailing Wage Rates for Oregon Public Works Contracts**
- * Exhibit 2: Environmental and Natural Resources Laws; Remedies**
- * Exhibit 3: Sample Construction Contract**
- * Drawings**

**Transfer Station Slurry Seal and Pavement Markings
ITB-S-C00055-00016454**

**BID DEADLINE FOR SUBMITTAL: April 14, 2026, 2:00 PM
Columbia County Public Works Department, 1054 Oregon Street, St. Helens, Oregon, 97051.**

**BID AVAILABLE DATE: March 31, 2026, 12:00 PM
Columbia County Public Works Department, 1054 Oregon Street, St. Helens, Oregon, 97051.**

**Board of Commissioners for Columbia County:
Kellie Jo Smith, Chairperson
Casey Garrett
Margaret Magruder**

Director of Public Works: Michael Russell

INVITATION TO BID

Notice is hereby given that Columbia County, by and through its Public Works Department, intends to contract for emulsified asphalt slurry seal of approximately 14,108 square yards, along with subsequent pavement marking, at its transfer station on Railroad Avenue, Saint Helens, Oregon. The contract documents (including special provisions and specifications) are available at the Columbia County Public Works Department, 1054 Oregon Street, St. Helens, Oregon, 97051; phone 503-397-5090.

The contractor shall furnish labor, materials, and equipment necessary for completion in accordance with the specifications. The work consists of the preparation of the site for emulsified asphalt slurry seal, crack sealing of approximately 15,500 linear feet, application of an emulsified asphalt slurry seal for approximately 14,108 square yards, subsequent pavement marking, as well as other associated work, in accordance with the specifications. Bids for the work described will be received in the Columbia County Public Works Department Office at 1054 Oregon Street, St. Helens, Oregon, 97051, no later than 2:00 p.m. PDT, April 14, 2026. Bids received after this date and time will be returned unopened. Bids will be opened at 2:00 p.m. PDT on April 14, 2026, at the above address. The County Public Works Department date/time clock will be the designated time recording device for recording receipt of bids. Contractor shall submit a list of first-tier subcontractors within two (2) hours following Bid Opening. Construction must be complete by October 14, 2026.

The contract is for a public works subject to ORS 279C.800 to 279C.870. Prequalification applications subject to ORS 279C.430 are not required.

PUBLICATION: Columbia Spotlight: April 3, 2026
Daily Journal of Commerce: April 1 and April 8, 2026

INSTRUCTIONS TO BIDDERS

SECTION 1. WORK TO BE DONE

The Columbia County Public Works Department intends to contract for the application of emulsified asphalt slurry seal and subsequent pavement markings over the parking lot of the Columbia County transfer station, per the attached specifications and drawings. The following summarizes the work included and shall be used for information only. All work shall be done according to the contract documents.

1. Prepare the site for the application of emulsified asphalt slurry seal.
2. Apply approximately 15,500 linear feet of crack seal.
3. Apply approximately 14,108 square yards of emulsified asphalt slurry seal.
4. Apply pavement markings per plans.

The contract shall provide for the execution and completion in every detail of the work described herein. Except as otherwise specified, the Contractor shall furnish all labor, tools, implements, machinery, supplies, materials, and incidentals, and shall do all things necessary to perform and complete the work to be done under the contract according to the Specifications. This shall be understood to include, in addition to the work specifically called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner. Specifications for the project are attached and may also be reviewed at the Columbia County Public Works Department, 1054 Oregon Street, St. Helens, Oregon 97051.

SECTION 2. LOCATION OF SITE

Columbia County Transfer Station – 1601 Railroad Avenue, Saint Helens, OR 97051

SECTION 3. PROJECT INFORMATION

Additional information pertaining to this project may be obtained from Grant DeJongh, Assistant Public Works Director, Columbia County Public Works Department, 1054 Oregon Street, St. Helens, Oregon 97051. Phone: 503-397-5090 Fax: 503-397-7215. Plans and specifications may be reviewed at the Columbia County Public Works Department.

SECTION 4. TIME AND PLACE OF RECEIVING AND OPENING BIDS

Bids for the work described above will be received by Grant DeJongh, Assistant Public Works Director (or his designee) at the Public Works Department Office at 1054 Oregon Street, St. Helens, Oregon 97051 until **April 14, 2026 PDT**. Bids will be publicly opened and read at 2:00 p.m. PDT that day in the office of the Public Works Department. Grant DeJongh, Assistant Public Works Director, is the person designated for the receipt of Bids.

SECTION 5. FORM OF BID

All bids must be written in the space provided, either typed or in ink, on the Bid Form provided herein. No facsimile or other electronically submitted Bids will be accepted. The Bid is subject to and incorporates by reference all of the Contract Documents for this project. Bids must be signed by an authorized representative or representatives of the bidder. The Bid must be presented in sealed envelopes to the Office of the Public Works Department for Columbia County, Oregon, by the time stated and shall be marked with the words "BID FOR Transfer Station Slurry Seal and Pavement Marking" or similar words. Bidders shall fill in all required information on the Bid Form and Bid Schedule included in the Bid Documents.

Note: The application of the slurry seal portion of this work requires the closure of a public facility. The Bid Form contains two (2) schedules. One represents the application of the slurry seal occurring on a Sunday, during the facility's regular closed hours. The other represents a two-day closure of the facility during the week. A Bidder may submit either or both schedules.

SECTION 6. PUBLIC WORKS CONTRACT

This project is a public works project and is subject to ORS 279C.800 through ORS 279C.870. No Bid will be considered unless the Bid contains a statement of compliance with ORS 279C.840 by the bidder. The State 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 **is the prevailing wage rate in effect on the date this ITB is first published. Those rates may be accessed at**

<http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>. This webpage also shows which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(b). **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).**

SECTION 7. ASBESTOS

A contractor or subcontractor need not be licensed under ORS 468A.720 to be eligible for the contract.

SECTION 8. CONSTRUCTION CONTRACTORS BOARD

No Bid shall be considered unless the Bidder is licensed by the Construction Contractors Board as required by ORS 701.035.

SECTION 9. NON-DISCRIMINATION CERTIFICATION

Each Bidder shall certify by Bid Form signature that the Bidder has not discriminated and

will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise, certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

SECTION 10. RESIDENT BIDDER

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

SECTION 11. ENVIRONMENTAL AND NATURAL RESOURCES LAWS; REMEDIES

Provisions concerning environmental and natural resources laws and remedies are attached hereto as **Exhibit 2** and incorporated herein by this reference.

SECTION 12. BID SECURITY

Each Bid shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 10% of the total amount stated in the Bid as Bid security. The full amount of the Bid security shall be forfeited in the event the successful Bidder fails to execute a satisfactory Contract within ten (10) days following the date of receipt of the Contract prepared and made ready for execution by the Columbia County Counsel's office. The Bid security shall be taken and considered as liquidated damages and not as a penalty for failure of the Bidder to execute the Contract and bonds. The Bid security of all unsuccessful Bidders shall be returned after the Contract is executed, when all Bids have been rejected, or when a Bid has been properly withdrawn as provided in Section 14, below. The County will return the Bid security of the successful Bidder after the Bidder executes the Contract and delivers a good and sufficient performance bond, a good and sufficient payment bond and proof of insurance.

SECTION 13. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF OFFERS

1. **Modifications.** A Bidder may modify its Bid in writing prior to the Bid Closing. A Bidder shall prepare and submit any modification to its Bid to the County in accordance with OAR 137-049-0280. Any modification must include the Bidder's statement that the modification amends and supersedes the prior Bid. The Bidder shall mark the submitted modification as follows:
 - a. Bid modification; and
 - b. Transfer Station Slurry Seal and Pavement Marking

2. Withdrawals.

- a. A Bidder may withdraw its Bid by written notice submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder, delivered to Grant DeJongh, Assistant Public Works Director, and received by the County prior to Closing. The Bidder or authorized representative of the Bidder may also withdraw its Bid in person prior to Closing, upon presentation of appropriate identification and satisfactory evidence of authority.
- b. The County may release an unopened Bid withdrawn under 2(a), to the Bidder or its authorized representative, after voiding any date and time stamp mark.
- c. The Bidder shall mark the written request to withdraw a Bid as follows:
 - i. Bid withdrawal; and
 - ii. Transfer Station Slurry Seal and Pavement Marking

SECTION 14. LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Any Bid received after Closing is late. A Bidder's request for withdrawal or modification of a Bid received after Closing is late. The County will not consider late Bids, withdrawals, or modifications, except as permitted in OAR 137-049-0350 or OAR 137-049-0390.

SECTION 15. CONTRACT AWARD

After Bids are opened and a determination is made that a public improvement contract is to be awarded, the County shall award the contract to the lowest responsible Bidder. The Contract will be awarded as a whole to one Bidder. The Contract will be prepared by the Columbia County Counsel's office and will include a copy of the accepted Bid. The Contract will be delivered or made available to the successful Bidder for execution. The Contract shall be signed by the Contractor and returned to the County within ten (10) calendar days of mailing, along with the required Certificates of Insurance and performance and payment bond for final approval, dating and execution by the County. The Contract will not be effective until finally approved, dated, and executed by the County. After execution by the County, an electronic copy of the originally signed Contract will be delivered or made available to the Contractor and the Bid security will be returned. Submission of a bid shall constitute an agreement to enter into the County's form of contract, a sample of which is attached hereto as **Exhibit 3** and incorporated herein by this reference.

SECTION 16. OFFER EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY

1. The County will be evaluating Bids on a unit price basis. The total Bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder for the purpose of comparing Bids.

Note: There are two (2) Bid Schedules associated with this project. One represents the

slurry seal application being completed on a Sunday, during the facility's normal closed hours. The other represents the slurry seal application being completed during a two-day closure during the week, through a closure of the facility. The estimated loss of revenue for the closure of the facility will be included in second schedule. Please see the Bid Form for more details.

2. If awarded, the County will award the Contract to the Responsible Bidder submitting the lowest Responsive Bid, provided that such Bidder is not listed by the Construction Contractors Board as being disqualified to hold a Public Improvement Contract, See ORS 279C.375(3)(a).

3. Bidders are required to demonstrate their ability to perform satisfactorily under a contract. Before awarding a contract, the County must have information that indicates that the Bidder meets the standards of responsibility. To be a Responsible Bidder, the County must determine that the Bidder:
 - a. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
 - b. Holds current licenses that businesses or service professionals operating in Oregon must hold in order to perform the work specified in the contract;
 - c. Is covered by liability insurance and other insurance in the amounts the County requires in the Contract Documents;
 - d. Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
 - e. Has made the first-tier subcontractor disclosure, required by Section 23, below;
 - f. Has a satisfactory record of contract performance. The County may review the Bidders' performance on both private and public contracts in determining the Bidders' record of contract performance;
 - g. Has a satisfactory record of integrity. A Bidder may lack integrity if the County determines the Bidder demonstrates a lack of business ethics such as a violation of state environmental laws or false certifications made to a Contracting Agency. The County may find a Bidder not Responsible based on the lack of integrity of any person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidder's performance of the Contract or a parent company, predecessor or successor person);
 - h. Is qualified legally to contract with the County; and
 - i. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the County concerning responsibility, the County will base the determination of responsibility upon any available information, or may find the Bidder not Responsible.

4. The County may require a Bidder to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to Award:
 - a. Demonstration, inspection or testing of a product prior to Award for

- characteristics such as compatibility, quality of workmanship;
 - b. Examination of such elements as appearance or finish; or
 - c. Other examinations to determine whether the product conforms to Specifications.
- 5. The County will seek information from a Bidder only to clarify the Bidder's Bid. Such clarification may not vary, contradict or supplement the Bid. A Bidder must submit written and signed clarifications and such clarifications will become part of the Bidder's Bid.

SECTION 17. PERFORMANCE SECURITY and PAYMENT SECURITY

The successful Bidder shall promptly acquire and deliver, along with the executed Contract, to the County 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.

The successful Bidder shall promptly acquire and deliver a **payment bond** in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

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.

SECTION 18. RIGHT TO WAIVE INFORMALITIES AND/OR REJECT BID PROPOSALS

The County reserves the right to waive minor informalities in the Bids received. The County may also reject any Bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under Section 16, above, and may reject for good cause any or all Bids upon a finding by the County that it is in the public interest to do so, in accordance with OAR 137-049-0440.

SECTION 19. ADDENDA

1. The County may change the solicitation by written Addenda. A Bidder shall provide Written acknowledgment of receipt of all issued Addenda with its Bid, unless the County otherwise specifies in the Addenda.
2. The County shall notify prospective Bidders of Addenda. The County will email addenda to all prospective bidders who have requested bids.

3. The County shall issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bids. The County may extend the Closing if the County determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the County shall not issue Addenda less than 72 hours before the Closing unless the Addendum extends the Closing.
4. Unless a different deadline is set forth in the Addendum, a Bidder may submit a written request for change or protest to the Addendum, as provided in OAR 137-049-0260, by the close of the County's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever is later. The County shall consider only a Bidder's request for change or protest to the Addendum. The County shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Bidder submits the request for change or protest before the deadline for the County's receipt of request for change or protests as set forth in OAR 137-049-0260(2) and (3).

SECTION 20. PROTEST PROCEDURES

An adversely affected or aggrieved Bidder may submit a written protest of the County's intent to award within seven (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.

SECTION 21. PREPARATION COSTS

All costs associated with Bid preparation shall be at the Bidder's sole cost and expense.

SECTION 22. FIRST-TIER SUBCONTRACTOR DISCLOSURE

Within **two (2) working hours** after the Bid Closing, all Bidders shall submit to the person authorized to receive bids, a first-tier subcontractor disclosure on the form provided, identifying any first-tier subcontractors that will be furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

- (A) Five percent of the total Contract price, but at least \$15,000; or
- (B) \$350,000, regardless of the percentage of the total Contract Price.

SECTION 23. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS

A. Clarification. Prior to the deadline for submitting a written request for change or protest, a Bidder may request that the County clarify any provision of the Solicitation Document. The County's clarification to a Bidder, whether orally or in writing, does not change the Solicitation Document and is not binding on the County unless the County amends the Solicitation Document by Addendum.

B. Request for Change. A Bidder may request in writing a change to the specifications or Contract terms and conditions. A Bidder must deliver the written request for change to the County not less than ten (10) days prior to Closing. The Request for Change must include a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change. The Bidder shall mark the Request for Change with "Contract Provision Request for Change" and the Solicitation Document number.

C. Solicitation Protests. A Bidder may protest Specifications or Contract terms and conditions by delivering a Written Protest to the County not less than 10 days prior to Closing. The Protest shall include a detailed statement of the legal and factual grounds for the Protest, a description of the resulting prejudice to Bidder and a statement of the desired changes to the Contract terms and conditions, including Specifications. The Bidder shall mark the Protest with "Contract Provision Protest **Transfer Station Slurry Seal and Pavement Marking**".

BID FORM

**Transfer Station Slurry Seal and Pavement Marking
 ITB -S-C00055-00016454**

The undersigned and bidder declare(s), propose(s) and agree(s) as follows:

1. The undersigned has authority to complete and sign this Bid on behalf of the person, firm, business or corporation named herein as bidder.
2. The full legal name(s) of the bidder is _____
 _____.
3. The only persons, firms, businesses or corporations interested in this Bid as principals are named as bidders above or as officers, partners, joint venturers or parties below.
4. This Bid is made without collusion with any person, firm, business or corporation other than those named herein.
5. The bidder has carefully examined the Contract Documents (consisting of the Invitation for Bids, Instructions to Bidders, Bid Form, Bid Schedule, First-Tier Subcontractor Disclosure Form, Sample Contract, Special Provisions, Specifications, Oregon Bid Bond, Oregon Performance and Payment Bonds, Environmental and Natural Resources Laws and Remedies and Drawings), and the site(s) of the proposed work.
6. The bidder understands and agrees that this Bid is subject to all of the terms and conditions of the Contract Documents, and any addenda thereto, and the same are incorporated herein by this reference.
7. If this Bid is accepted, bidder will: a) execute the County’s approved form of Contract; b) provide the performance security, if any, specified in the Contract Documents; c) will provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work required; d) furnish all the materials necessary; and e) do all of the foregoing in the manner and time prescribed in, and according to the requirements set forth in, the Contract Documents.
8. If this Bid is accepted and the bidder fails to or neglects to execute and return the Contract, and provide performance security, if required, within ten (10) days from the date of receiving from the County the Contract prepared and ready for execution, the County may, at its option, determine that the bidder has abandoned the Contract, declare the bid security described in the Instructions to Bidders, if any, forfeited, and award the Contract to the next lowest responsible bidder.
9. The Bidder will make all the payments to workers, suppliers and agencies required under the Contract in the manner described in the Contract Documents; the bidder will comply with all other applicable provisions of Oregon Law, Columbia County Ordinances and rules relating to public contracting including the provisions of ORS 279C.840 and the Davis Bacon Act (40 USC 276a), if applicable.
10. The bidder by whom this Bid is submitted, and by whom the contract will be entered into in case award is made, is a(n): **individual / sole proprietorship / partnership / corporation / other**

_____ (mark out all but correct title).

BOOK _____ PAGE _____

11. The names, addresses, titles and phone numbers of the president, secretary - treasurer and manager of the bidding corporation or names, addresses, titles and phone numbers of all officers, partners, joint venturers or other parties interested in this Bid are as follows:

1. Name: _____ Title: _____
 Address: _____
 _____ Phone: _____

2. Name: _____ Title: _____
 Address: _____
 _____ Phone: _____

3. Name: _____ Title: _____
 Address: _____
 _____ Phone: _____

(Attach additional sheets if necessary.)

12. The undersigned Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts. Failure of a Bidder not to so discriminate shall be grounds for disqualification.

13. Each Bid shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 10% of the total amount stated in the Bid as Bid security.

14. The Bidder's Bid is as shown in the following bid schedule:

BID SCHEDULE 1

**Transfer Station Slurry Seal and Pavement Marking
 ITB -S-C00055-00016454**

(Bid must be returned to Columbia County Public Works Department by April 14, 2026 at 2:00 PM)

Schedule 1: Slurry Seal Application to be Completed on a Sunday

Note: Per ORS 279C.540, work on Sunday will need to be at time and a half

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	ALL	LS		
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	ALL	LS		
3	SLURRY SEAL CRACK SEALING	15,500	LF		
4	SLURRY SEAL	14,108	SY		
5	LONGITUDINAL PAVEMENT MARKING – PAINT - Yellow	545	LF		
	LONGITUDINAL PAVEMENT MARKING – PAINT - White	32	LF		
6	LONGITUDINAL PAVEMENT MARKING – PAINT – No Parking Striping	435	SF		
7	PAVEMENT LEGEND, TYPE B: Arrows	15	EA		
8	PAVEMENT LEGEND, TYPE B: Railroad Crossing	2	EA		
9	PAVEMENT LEGEND, TYPE B: Disabled Parking	2	EA		
10	PAVEMENT LEGEND, TYPE B: No Parking	1	EA		
11	PAVEMENT BAR, TYPE B	640	SF		

Total _____

BID SCHEDULE 2

**Transfer Station Slurry Seal and Pavement Marking
ITB -S-C00055-00016454**

(Bid must be returned to Columbia County Public Works Department by April 14, 2026 at 2:00 PM)

Schedule 2: Slurry Seal Application to be Completed through Weekday Closure of Facility

Note: To compare pricing between submitted copies of Bid Schedule 1 and Bid Schedule 2, the estimated loss of revenue is represented by Line 12, below.

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	ALL	LS		
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	ALL	LS		
3	SLURRY SEAL CRACK SEALING	15,500	LF		
4	SLURRY SEAL	14,108	SY		
5	LONGITUDINAL PAVEMENT MARKING – PAINT - Yellow	545	LF		
	LONGITUDINAL PAVEMENT MARKING – PAINT - White	32	LF		
6	LONGITUDINAL PAVEMENT MARKING – PAINT – No Parking Striping	435	SF		
7	PAVEMENT LEGEND, TYPE B: Arrows	15	EA		
8	PAVEMENT LEGEND, TYPE B: Railroad Crossing	2	EA		
9	PAVEMENT LEGEND, TYPE B: Disabled Parking	2	EA		
10	PAVEMENT LEGEND, TYPE B: No Parking	1	EA		
11	PAVEMENT BAR, TYPE B	640	SF		
12	LOSS OF REVENUE TO CLOSURE: 2 days	1	LS	\$26,000	\$26,000

Total _____

Remarks (attach additional sheets if necessary):

DATED: _____

BIDDER: _____
(Business Name)

BUSINESS ADDRESS: _____

BY: _____
(Signature of Authorized Representative)

Name: _____
(Printed Name of Signator)

Title: _____

Phone: _____ Fax: _____

BY: _____
(Signature of Second Representative if required)

Name: _____
(Printed Name of Signator)

Title: _____

Federal Tax I.D. No.: _____

(Unless indicated otherwise below, all business communications regarding this Bid and Contract will be made to the business address and phone number shown above.)

If other than above, all communications should be made to:

Alternate Address: _____

_____ Phone: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**PROJECT NAME: Transfer Station Slurry Seal and Pavement Marking
ITB -S-C00055-00016454**

BID CLOSING: Date: April 14, 2026, Time: 2:00 p.m. Pacific Time

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

Instructions for First-Tier Subcontractor Disclosure: Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.00 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (a) 5% of the project bid, but at least \$15,000.00; or
- (b) \$350,000.00, regardless of the percentage of the total bid.

The disclosure of first-tier subcontractors shall include:

- (a) The subcontractor’s name;
- (b) The category of work that the subcontractor would be performing; and
- (c) The dollar value of the subcontract.

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 form, below. **THE COUNTY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (See OAR 137-049-0360)**

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

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

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: _____

SPECIAL PROVISIONS

SECTION 1. STANDARD OF WORKMANSHIP

The standard of workmanship for this Contract shall meet or exceed those provided by the Specifications for this Contract.

SECTION 2. MATERIALS

The materials used in this Contract shall meet or exceed those stated in the Specifications. Prior written approval by the County Representative must be obtained before deviating from the materials, if any, prescribed in the Specifications.

SECTION 3. EXAMINATION OF LOCATION AND CONDITIONS.

It is understood that CONTRACTOR, prior to signing this Contract, has made a careful examination of the contents of this Contract and has obtained complete information as to the quantity, locality and character of work to be performed hereunder. CONTRACTOR has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. COUNTY in no case will be responsible for any loss or cost that may be suffered by CONTRACTOR as a consequence of the failure by CONTRACTOR to be so informed.

SECTION 4. ORDER AND PROGRESS OF WORK

The work under this Contract shall be planned and conducted in such a manner and with such forces as to secure completion within the time allotted. The order and sequence of the work and its general conduct shall be subject to approval of the County Representative, which shall, however, not affect or diminish the full responsibility of the CONTRACTOR for the work.

Note: The work proposed in this project is at a public facility that provides service to the residents of Columbia County and represents a source of revenue for the solid waste division of the Public Works Department. The work schedule proposed by the CONTRACTOR, once approved by the County Representative, must be strictly adhered to in order to minimize the loss of service to County residents and revenue to the County – particularly for any proposed closure of the facility. Liquidated damages, as covered in Section 21, will be applicable unless time extensions are granted, per subsequent sections.

SECTION 5. SCOPE OF WORK.

The intent of this Contract is to provide for the execution and completion in every detail of the work described herein. Except as herein otherwise specified, the CONTRACTOR shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete, according to the Specifications, the work to be done under this Contract. This shall be understood to include, in addition to the work specifically

called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner.

SECTION 6. COMMENCEMENT OF WORK

Upon award of the Contract by COUNTY, the CONTRACTOR shall furnish COUNTY the following:

- a. The original of this Contract duly executed by CONTRACTOR.
- b. Evidence of having secured any permits or licenses, payment of any fees or charges and posting of any notices as may be required by law.
- c. A list of proposed subcontractors, if any, subject to County approval pursuant to Section 18 below.
- d. The Payment Bond, Performance Bond and Certificates of Insurance required by Sections 7, 14, 22 of the Contract.

Upon receipt of the above, the COUNTY will determine whether to approve the Contract. No work shall commence until the COUNTY has approved, dated, and executed the original Contract and authorized CONTRACTOR to begin work. The COUNTY shall not be responsible for delay by CONTRACTOR in supplying the necessary items described above in this section and any such delay shall not be grounds for extension of the completion date specified herein.

SECTION 7. INSPECTION

This Contract is to be executed under the supervision of the County Representative, who will act under instruction of the Board of County Commissioners. The County Representative may provide for the inspection, by assistants and inspectors under his/her direction, of all materials used and all work done under this project. No deviation from the specifications for this project shall be made by the CONTRACTOR without first obtaining the consent and approval of the County Representative. The County Representative and his/her inspectors shall have free access to all information relating to the work and materials for the project which the County Representative may deem necessary or pertinent and with such samples as may be required. The CONTRACTOR shall, at his/her own expense, supply the inspectors with such labor assistance as may be necessary in handling of materials for proper inspection and, in case the CONTRACTOR neglects or refuses to do so, such labor as may be necessary shall be employed by the County Representative and the expense so incurred shall be deducted from the money then due, or which may become thereafter due the CONTRACTOR. Inspectors shall have authority to reject defective material and to suspend any work that is being done improperly, subject to final decision of the County Representative. Inspectors shall have no authority to permit deviations from, or to relax, any of the provisions of these Specifications nor to delay the CONTRACTOR by failure to inspect materials and work with reasonable promptness. The County Representative during the actual progress of the work, shall furnish the CONTRACTOR with such detailed drawing as may be necessary to more fully illustrate the work, and all such drawings shall be considered a part of the Specifications of the project.

The payment of compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any inspector, directly or indirectly, is directly prohibited, and any such act on the part of the CONTRACTOR will constitute a violation of this Contract.

SECTION 8. ALTERATIONS IN DETAIL

COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided, however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the change and cost increase is approved in writing by the CONTRACTOR prior to the execution of the additional work. Any changes or alterations so made shall not invalidate this Contract nor release the surety of CONTRACTOR on the Performance Bond, and CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original Contract.

SECTION 9. DISCHARGE OF EMPLOYEES.

Any employee of the CONTRACTOR whose work is unsatisfactory to the County Representative shall be discharged or reassigned by CONTRACTOR and not allowed to work on the job again without written consent of the County Representative.

SECTION 10. PUBLIC CONVENIENCE.

During the progress of the work, the convenience of the public must be provided for as far as practical.

SECTION 11. PROTECTION OF PROPERTY AND PERSONS

1. The CONTRACTOR shall, at his/her own expense, provide, erect and maintain at all times during the progress of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide and maintain such lights, signals and flaggers as may be necessary or as may be ordered by the County Representative to insure the safety of the public, and the protection of the work and those engaged in connection with the work.
2. The CONTRACTOR shall continuously maintain adequate protection of all areas near the work from damage and shall protect the COUNTY'S property from unintended loss arising in connection with this agreement. CONTRACTOR shall adequately protect adjacent property as provided by law, regulations and industry practice. The CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the COUNTY.
3. The CONTRACTOR shall protect from damage all buildings, trees, shrubs, lawns and all landscape work indicated or directed to remain. Any such property damaged shall be repaired or replaced at the CONTRACTOR'S expense.

SECTION 12. CLEANING UP

The CONTRACTOR shall remove all debris and excess materials from the work site. Upon the completion of the work, and before acceptance and final payment shall be made, the CONTRACTOR shall clean up and remove from the work site, all surplus and discarded materials, rubbish and debris of all kind. CONTRACTOR shall restore in an acceptable manner all property, both public and private which has been damaged during the prosecution of the work, and shall leave the work site in a neat and orderly condition to the satisfaction of the County Representative.

SECTION 13. EXTENSION OF TIME

With reference to the Contract time originally given in the proposal and Contract, the CONTRACTOR can request the COUNTY to extend the original time limit. If the COUNTY agrees that an extension should be granted because of an unforeseen reason, the original time limit will be extended by the amount of days the CONTRACTOR is prevented from performing work under the Contract for one or another of the following causes or reasons:

1. Acts of God, such as an earthquake, flood, cloudburst, tornado, hurricane or other phenomenon of nature of catastrophic proportions or intensity.
2. Epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes and acts of public enemy.
3. Periods when the work is temporarily suspended upon written order of the County Representative.

SECTION 14. ADJUSTMENT OF CONTRACT

Notwithstanding any other provisions of this Contract, COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the work to be done under the Contract is caused by major catastrophes or disasters resulting from acts of God, windstorms, floods, fire, or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of CONTRACTOR or the representatives, employees or assignees of CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible, provided, however, that any loss or cost to CONTRACTOR is in no way recoverable from third parties through action or otherwise by CONTRACTOR, and provided further that CONTRACTOR make written application to COUNTY within thirty (30) days after the event.

SECTION 15. CAUSES BEYOND CONTROL.

In the event CONTRACTOR is prevented by cause or causes beyond control of CONTRACTOR from performing any obligation of this Contract, such non-performance shall not be deemed to be a breach of this Contract such as to render CONTRACTOR liable in damages therefor or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, CONTRACTOR shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. By "cause or causes beyond control"

as used in this section is meant any one or more of the following causes affecting operations of CONTRACTOR: fire or other casualties and accidents; strikes, riots and civil commotions; wars and acts of public enemies; storms, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; and acts of God and other similar circumstances beyond the control of the CONTRACTOR.

SECTION 16. LIABILITY OF PUBLIC OFFICIALS.

In carrying out of any of the provisions of this Contract, or in exercising any power of authority granted under this Contract, there will be no liability on the Columbia County Board of Commissioners, members of said board and its officers, agents, employees and authorized representatives of the Board, either personally or as officials of the COUNTY, it always being understood that in such matters they act solely as agents and representatives of Columbia County.

SECTION 17. LAWS, REGULATIONS AND ORDERS.

CONTRACTOR at all times shall observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and local ordinances, orders, rules and regulations, which in any manner affect the activities of CONTRACTOR under this Contract, and further, shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies of tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

Payment for work under this Contract after June 30 of any given year is subject to funds being budgeted by the Columbia County Budget Committee. This Contract is subject to the provisions of ORS Chapter 279C (Public Contracting), ORS 294 (Local Budget Law), Article XI, Section 10 of the Oregon Constitution and any and all Oregon statutes and Columbia County ordinances and rules relating to public contracting.

SECTION 18. SUSPENSION OF ACTIVITIES

COUNTY shall have the authority to suspend, wholly or in part, the activities of CONTRACTOR and assignees of CONTRACTOR under this contract for such period or periods of time as COUNTY may deem necessary to protect the public interest.

SECTION 19. ADVANCE PAYMENTS TO CONTRACTOR.

Upon request by CONTRACTOR to be paid for completion of part of the total work to be done hereunder, COUNTY may make such payment, if in the sole opinion of COUNTY the work has been satisfactorily completed and the quantity of work can be verified.

The request from CONTRACTOR for such advance payment must be in writing and include a statement showing the quantity of work completed and the amount payable for such work at the contract unit price.

SECTION 20. NON-DISCRIMINATION.

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

SECTION 21. LIQUIDATED DAMAGES.

In the event all of the work required under this Contract is not completed within the time specified in the Contract or any lawful extension thereof, CONTRACTOR agrees that damage will be sustained by COUNTY as a result, but to definitely determine and ascertain the actual amount of damages either before or after the occurrence thereof would be difficult and impractical. The sum stated in the Section 16 of the Contract for liquidated damages for each and every calendar day that completion of the work is delayed beyond the prescribed completion or lawful extension thereof is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time. When assessed by the COUNTY, CONTRACTOR shall become liable for and pay to the COUNTY as liquidated damages and not as a penalty said sum per day for each and every calendar day of delay. It is agreed by the parties to the Contract, that the amount of liquidated damages shall be **\$13,000 per day** for each and every calendar day of such delay. The amount of such liquidated damages may be deducted by the contracting agency from any compensation due or that may become due under this Contract and the CONTRACTOR and his or her surety shall be liable for any excess damages due.

In the event CONTRACTOR is directed to perform extra or additional work, the number of calendar days specified in the Contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra additional work bears to the original contract value.

Liquidated damages shall not be assessed for any delays caused by the default, act or omission of COUNTY, the State, public enemy or act of God, or as provided in Sections 14, 16, and/or 20 of the Special Provisions, providing CONTRACTOR shall within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the County Representative, whose findings in connection therewith shall be final and conclusive.

SECTION 22. TIME OF ESSENCE.

The proposed work generally involves three parts: preparation, application of the slurry seal, and permanent pavement marking. The preparation and permanent pavement marking portions may occur during facility operation under traffic control. The application of the slurry seal will need to occur when the facility is closed.

Two bid schedules are proposed – one on Sunday, representing the normal closed hours of the facility, and one during the week, representing a two-day closure of the facility for this work. Regardless of which schedule is awarded, the work must be completed within the limitations of the

closure in order to minimize the loss of service to County residents and loss of revenue for the solid waste division.

Conclusion of all work must be completed within the timeframe outlined with the award of contract, but no later than August 30, 2026.

SPECIFICATIONS

APPLICABLE STANDARD SPECIFICATIONS

References to the Standard Specifications which are applicable to the work on this project are contained in the 2024 edition of the "Oregon Standard Specifications for Construction, Oregon Department of Transportation."

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.05 Cooperative Arrangements – Delete this subsection.

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

00150.50(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;

- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

00150.50(e) Notification - Add the following paragraph to the end of this subsection:

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

Add the following subsection:

00150.50(f) Utility Information:

There are no anticipated conflicts with Utilities.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment - Add the following bullet to the end of the bullet list:

- The Contractor shall restrict the combined weights of construction vehicles, equipment, and materials on bridges according to 00220.45.

00150.70 Detrimental Operations - Replace the paragraph that begins "The Contractor shall avoid..." with the following paragraph:

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (also see 00150.60, 00150.75, and Section 00170)

00150.80 Removal of Unacceptable and Unauthorized Work

Comply with Section 00140 of the Standard Specifications.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.08 Electronic Document Management – Delete this section.

00170.65(b) State Prevailing Wage Requirements – Delete the second paragraph of subsection (1).

00170.70(a) Insurance Coverages – Replace the first paragraph of this subsection with the following:

Contractor - The Contractor shall obtain the insurance specified in paragraph 25 of the Contract prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

00170.70(d) Additional Insured

In the first paragraph delete "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and substitute with "Columbia County".

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Columbia County and its officers, agents, and employees

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.20 Subcontracting Limitations - Replace this subsection, except for the subsection number and title, with the following:

(a) General - The Contractor's own organization shall perform Work amounting to at least 50% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck

hauling of materials, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the work or service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service.

(4) Revocation of Approval - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

(d) Disadvantaged Business Enterprise (DBE) - Every agreement to perform Work, including without limitation subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

(e) Trucking - For all truck hauling of materials not performed with trucks owned and operated by the Contractor. This Section does not apply to delivery of materials by or for or from a Supplier.

(1) Trucking Services Agreement - The Contractor shall submit at the pre-construction meeting one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower tier clause. (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board. (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830), as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors

Board before starting work on the project, unless exempt under ORS 279C.836 (4) or (9) or has elected to not file a bond under ORS 279C.836 (7) or (8) or is otherwise not applicable;

- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions including without limitation Record Requirements in 00170.07; and
- Construction Contractors Board License Number, if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

(2) Limitations - The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned and operated by the Contractor except for committed DBE's that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any work on the Project Site.

(3) Submittals - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 days after the trucking services provider for hauling materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including without limitation 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service. If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(e) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

(4) Revocation of Approval - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm a subcontract is required under 00180.21. For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal, including DBE firms substituting for DBE firms committed as a condition of contract award.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Railway Work	00170.01(e)
On-Site Work.....	00180.40(b)
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
In-water Work Restrictions.....	00290.34(a)

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule, as detailed in the Standard Specifications, is required on this Contract.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications, modified as follows:

00220.40 General Requirements – Add the following:

The Contractor shall provide temporary traffic control such that the Agency's operator of the facility is able to maintain its level of service for the facility, except in those situations where closure of the facility will be permitted.

00220.40(e-1) Lane Restrictions – Replace this section with the following:

One-way traffic may be used with the following requirements:

- Certified flaggers are located at each end of the one lane section.

- Certified flaggers maintain radio communication or can visually see the entire length of the one-lane section, or a pilot car shall be provided.
- Do not stop traffic on project for longer than 20 minutes at one time.
- One traffic lane shall be open at all times, except with written approval by the Agency and an approved detour plan in place.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications.

SECTION 00223 – WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

SECTION 00706 – EMULSIFIED ASPHALT SLURRY SEAL SURFACING

Comply with Section 00706.12 of the Standard Specifications, modified as follows:

Section 00706.12, add the following to the end: Aggregate gradation shall be TYPE I.

Section 00706.15(c), add the following to the end: Component materials shall be based on TYPE I mix.

Section 00706.23, add the following to the end: Pneumatic-tired rollers shall be used.

Section 00706.41(d), replace the first sentence: Tack coat shall be applied prior to placing the slurry seal.

Section 00706.41(g), add the following to the end: Grind and remove all current pavement markings prior to placing the slurry seal.

Section 00706.43, add the following to the end: The application rate shall be per TYPE I slurry seal.

Section 00706.49, add the following: Contractor shall be responsible for ensuring that no slurry seal is applied, intentionally or incidentally, to curbing, buildings, or other surfaces not indicated by the plans or these Special Provisions. If slurry seal is applied, intentionally or incidentally, to curbing, buildings, or other surfaces not indicated by the plans or these Special Provisions, the Contractor shall remove the slurry seal from these surfaces. Removal shall be in such a manner that the work performed pursuant to the contract shall not be damaged.

SECTION 00860 – LONGITUDINAL PAVEMENT MARKING – PAINT

Comply with Section 00860 of the Standard Specifications, modified as follows:

Section 00860.45, add the following to the end: Where denoted on the plans, no parking striping shall be applied. No parking striping (hatching) shall be at a 54-degree angle to parallel with the direction of travel, set at an even spacing of two (2) feet per stripe. Stripes shall be a minimum of four (4) inches in width.

Section 00860.80, add the following to the end: No parking striping will be measured per square foot, which will be measured by the area to be hatched, including the gaps between striping.

Section 00860.90, add the following after the first paragraph: The accepted quantities of painted no parking striping will be paid for at the Contract unit price, per square foot, for the item "Longitudinal Pavement Markings – Paint – No Parking Striping."

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications, as modified below:

Section 00867.45, add the following to the end: No Parking legend shall be per ODOT ADA Figure 7, per contract plans.

Section 00867.90(q), replace with the following: Pavement Legend, Type B: No Parking EA

OREGON BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the PRINCIPAL, and _____

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

having its principal place of business at _____,

in the State of _____ and authorized to do business in the State of Oregon,

as SURETY, are held and firmly bound unto _____,

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for _____
_____ said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

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

PRINCIPAL

By _____

SURETY

By _____

Attorney-in-Fact

OREGON PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL BY THESE PRESENT, that _____

as CONTRACTOR (Principal), and _____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,
are jointly and severally held and bound unto _____

the OWNER (Obligee) herein, in the sum of _____

DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279C, of the State of Oregon, the provisions of which are hereby
incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____

the CONTRACTOR entered into a certain Contract with Columbia County for

IN WITNESS;

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including
the guarantee period, and promptly pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such work
and services, 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, HOWEVER:

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

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of
the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its
obligations 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 Contract Documents.

Signed and sealed this _____ day of _____, 20____. _____ (SEAL)

CONTRACTOR

Approved as to Form: _____, 20____.

OWNER

By _____

Attorney-In-Fact

SURETY

By _____

OREGON PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL BY THESE PRESENT, that _____

as CONTRACTOR (Principal), and _____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,
are jointly and severally held and bound unto _____

the OWNER (Obligee) herein, in the sum of _____

DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279C, of the State of Oregon, the provisions of which are hereby
incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____

the CONTRACTOR entered into a certain Contract with Columbia County
for _____

IN WITNESS;

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including
the guarantee period, and promptly pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such work
and services, 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, HOWEVER:

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

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of
the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its
obligations 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 Contract Documents.

Signed and sealed this _____ day of _____, 20____. _____(SEAL)

CONTRACTOR

OWNER

SURETY

Approved as to Form: _____, 20____

By _____

Attorney-in-fact

By: _____

Exhibit 1

Oregon and Federal Prevailing Wage Rates

Contractor shall comply with the Prevailing Wage Rates for Public Works Contracts in Oregon in effect on the date this ITB is first published. These rates may be accessed at: <http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>. The prevailing rate of wage must be paid to workers in each trade or occupation required for the Project 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 shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project.

Exhibit 2

Environmental and Natural Resources Laws; Remedies

1. NMFS, DEQ, DSL SHPO, USACE, etc., have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Under the provisions of ORS 279C.525, if the successful bidder awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the public improvement contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, COUNTY may:

- a. Terminate the contract;
 - b. Complete the work itself;
 - c. Use nonagency forces already under contract with COUNTY;
 - d. Require that the underlying property owner be responsible for cleanup;
 - e. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of ORS Chapter 279C; or
 - f. Issue CONTRACTOR a change order setting forth the additional work that must be undertaken.
2. In addition to the obligation imposed under subsection (1) of this section to refer to federal, state and local agencies with ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources, a solicitation document must also make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under subsection (1) of this section.
 3. If the successful bidder encounters a condition not referred to in the bid documents and not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection and the condition requires compliance with the ordinances, rules or regulations referred to under subsection (1) of this section, the successful bidder shall immediately give notice of the condition to COUNTY.
 4. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from COUNTY.

5. Upon request by COUNTY, the successful bidder shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to COUNTY for resolution.
6. Within a reasonable period of time following delivery of an estimate under subsection (5) of this section, COUNTY may:
 - a. Terminate the contract;
 - b. Complete the work itself;
 - c. Use nonagency forces already under contract with COUNTY;
 - d. Require that the underlying property owner be responsible for cleanup;
 - e. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of ORS chapter 279C; or
 - f. Issue the successful bidder a change order setting forth the additional work that must be undertaken.
7. If COUNTY chooses to terminate the contract under subsection (1)(a) or (6)(a) of this section, the successful bidder shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. COUNTY shall have access to the CONTRACTOR'S bid documents when making COUNTY'S determination of the additional compensation due to CONTRACTOR.
8. If COUNTY causes work to be done by another contractor under subsection (1)(c) or (e) of this section or under subsection (6)(c) or (e) of this section, CONTRACTOR shall not be held liable for actions or omissions of the other contractor.
9. The change order under subsection (1)(f) of this section or under subsection (6)(f) of this section shall include the appropriate extension of contract time and compensate CONTRACTOR for all additional costs, including overhead and profit, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules, or regulations. COUNTY shall have access to CONTRACTOR'S bid documents when making COUNTY'S determination of the additional compensation due to CONTRACTOR.
10. Notwithstanding subsections (1) to (9) of this section, COUNTY may allocate all or a portion of the known environmental and natural resource risks to a contractor by listing such environmental and natural resource risks with specificity in the solicitation documents.

Exhibit 3

Sample Construction Contract

**EXHIBIT 3
SAMPLE CONTRACT**

CONSTRUCTION CONTRACT (ORS 279C)

BY AND BETWEEN

COLUMBIA COUNTY AND

*

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Owner" or "County", and _____, hereinafter referred to as "Contractor" for the Transfer Station Slurry Seal and Pavement Marking Project.

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/Completion Date. This Agreement will be effective when it has been executed by both Owner and Contractor. However, Contractor shall not commence work on the Project until Contractor has received a notice to proceed from the County's Representative.

The Project shall be completed by _____. All time limits stated in the contract documents are of the essence of this Agreement. Notwithstanding any provisions in this Agreement for contract time extensions the Contractor and County agree that timely completion of the work is essential to the success of the Project and approval for time extensions shall be only a last resort. Both parties agree to make every effort to recover "lost time". The completion dates may be amended only by written agreement of the parties.

2. Exhibits. The following exhibits are attached hereto and are incorporated into this agreement by this reference:

Exhibit A-	Invitation to Bid
Exhibit B-	Contractor's Bid
Exhibit C-	Special Provisions
Exhibit D-	Plans and Contract Specifications

Together with this construction contract, the foregoing documents constitute the Contract Documents.

**EXHIBIT 3
SAMPLE CONTRACT**

3. Contractor's Services.

- a. Contractor agrees to provide the services described in the Invitation to Bid which is attached hereto as Exhibit A.
- b. Contractor agrees to provide the services as proposed in Contractor's Bid which is attached hereto as Exhibit B.
- c. Contractor shall provide the services in the manner provided for in the Special Provisions, which are attached hereto as Exhibit C.
- d. Contractor agrees to provide the services as set forth in the Contract Plans and Specifications which are attached hereto as Exhibit D.
- e. Contractor shall comply with the (insert date ITB was first published), Prevailing Wage Rates for Public Works Contracts in Oregon, which may be accessed at <http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>. The prevailing rate of wage must be paid to workers in each trade or occupation required for the Project 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 shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project.

4. Interpretation. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the following order:

- a. All written modifications, amendments and change orders to this Agreement that have been executed by Owner following any required Owner approvals;
- b. This Agreement, excluding any Exhibits or Amendments;
- c. The Invitation to Bid (Exhibit A);
- d. The Special Provisions (Exhibit C);
- e. The Plans and Specifications (Exhibit D);
- f. The Contractor's proposal (Exhibit B);

**EXHIBIT 3
SAMPLE CONTRACT**

5. Consideration. Owner shall pay Contractor a fee for service in the amount of _____, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Payment shall be made as provided in the Specifications attached hereto as Exhibit D. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Owner for the payment of consideration required to be paid under this Agreement, Owner may terminate this Agreement in whole or in part without penalty in accordance with Section 25 of this Agreement.

6. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

Grant DeJongh
Assistant Public Works Director
Columbia County Road Department
1054 Oregon St.
St. Helens, OR 97051

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the Owner'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 Owner's Contract Representative, the Owner 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.

7. 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.

8. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates

EXHIBIT 3 SAMPLE CONTRACT

an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.

9. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.
10. Ownership of Documents. Owner 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 Owner all copyrights and rights of reproduction to all such documents. Owner 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.
11. Guarantee. [Reserved-Contractor shall comply with 00170.85 of the Specifications found in Exhibit D]
12. Qualified Work. By signing this Agreement, Contractor 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.
13. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner 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. Owner 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 Owner'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

**EXHIBIT 3
SAMPLE CONTRACT**

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.

14. 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 performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
- (5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]

- b. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the

EXHIBIT 3
SAMPLE CONTRACT

payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]

- c. If Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]
- d. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides 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. [ORS 279C.515 (3)]
- e. The County paying a claim in the manner authorized in this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- f. Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Contractor shall pay the employee at least time and a half pay for:
 - (1) 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 [ORS 279C.520 (1)(a)(A)(i)]
 - (2) 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 [ORS 279C.520 (1)(a)(A)(ii)]

EXHIBIT 3
SAMPLE CONTRACT

(3) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)(B)]

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause. [ORS 279C.520 (1)(b)]

Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. [ORS 279C.520 (1)(c)]

Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins 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 Contractor may require the employees to work, along with the prevailing wage rate information and any fringe benefit information. If Contractor fails to give written notice of the workers' schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the Prevailing Wage Rate overtime requirement. {ORS 279C.520 (2)}

- g. When Contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for contractor or subcontractor's employees who are working under this Agreement, Contractor shall post a notice describing the plan and containing information on how and where to make claims and where to make further information. The notice must be posted in a conspicuous and accessible place at the work site, preferably in the same location as the prevailing wage rates. [ORS 279C.840 (5)]
- h. 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 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

EXHIBIT 3
SAMPLE CONTRACT

services. [ORS 279C.530 (1)]

- i. 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. [ORS 279C.530 (2)]

- j. Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
 - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.

 - (2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed. [ORS 279C.545]

- k. Contractor must include in each subcontract for property or services Contractor enters into with 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 the subcontract within 10 days out of amounts Owner pays to the Contractor under this Agreement; and [ORS 279C.580 (3)(a)]

 - (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor. [ORS 279C.580 (3)(b)]

 - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor notifies the subcontractor in

EXHIBIT 3 SAMPLE CONTRACT

writing at least 45 days before the date on which Contractor makes the change; and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure. [ORS 279C.580 (3)(c)]

(4) An interest penalty clause that obligates the Contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor is not 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 Owner or Contractor when payment was due. The interest penalty: [ORS 279C.580 (3)(d)]

a. Applies to the period that begins on the day after the required payment date and that ends on the date on which payment of the amount due is paid; and [ORS 279C.580 (3)(d)(A)]

b. Is computed at the rate specified in ORS 279C.515(2). [ORS 279C.580 (3)(d)(B)]

- l. Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (K) 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 the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier. [ORS 279C.580 (4)]
- m. The provisions 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). [ORS 279C.580 (5)]
- n. Persons claiming to have supplied labor or materials for the performance of the work provided for in this Agreement, including any person having a direct contractual relationship with Contractor or direct contractual relationship with any subcontractor, or an assignee of such person, or a

EXHIBIT 3 SAMPLE CONTRACT

person claiming moneys due the State Accident Insurance Fund Corporation, the Unemployment Compensation Trust Fund or the Department of Revenue in connection with the performance of this Agreement, has a right of action on Contractor's payment bond as provided for in ORS 279C.380 and 279C.400 only if:

(1) The person or the assignee of the person has not been paid in full; and

(2) The person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and Owner. [ORS 279C.600 (1)]

- o. Contractor must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000, with a corporate surety authorized to do business in this state, before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9). The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9), and verify compliance before permitting a subcontractor to start work on this Agreement. [ORS 279C.830(2) and ORS 279C.836 (1)]
- p. 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.
- q. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]
15. Construction Contractor's Board/Public Works Bond. Contractor and all subcontractors must be registered with the Oregon Construction Contractor's Board (CCB). Contractor shall provide Owner with evidence that all persons on the job as subcontractors are in fact independent contractors registered with the Construction Contractor's Board. Contractor and subcontractors shall remain eligible to receive public works contracts under 279C.860 at all times during the term of this Contract.

**EXHIBIT 3
SAMPLE CONTRACT**

16. Subcontracts and other Agreements. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void.

Requests for permission to sublet or subcontract any portion of this Agreement or to have any of the work performed by others than Contractor's own organization shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The Contractor shall perform with Contractor's own organization contract work amounting to not less than fifty (50%) percent of the amount of this Agreement as awarded. The term "CONTRACTOR'S OWN ORGANIZATION" shall be construed to include only workers employed and paid directly by Contractor and equipment owned or rented by Contractor. The Contractor shall prior to commencing work, notify the County Representative in writing of the names of any subcontractors and supplier of materials for the project. If subcontractors are to be used on this Contract, such subcontractors shall be bound by all of the provisions of this Contract including the requirement to supply certificates of insurance as provided in Section 24 (below). Other subcontracting provisions are found in ORS 279C.370 and are listed below.

- a. Subcontractor List. Before commencing work, Contractor shall provide to Owner a list of all subcontractors and suppliers to be involved on the Project. The receipt of such list shall not require the Owner to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the Owner to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractors Board and have not been declared ineligible to work on a public contract.
- b. Removal and Substitution. Owner shall have the ability to require removal and substitution of any subcontractor or supplier prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, subcontractors or suppliers for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld.
- c. Responsibility; Assignment. The Contractor shall be responsible for all the acts and omissions of subcontractors and suppliers and their employees and agents. Contractor's subcontracts and supply contracts shall require

EXHIBIT 3 SAMPLE CONTRACT

the subcontractor and/or supplier, to the extent of the Work to be performed by the subcontractor or supplier, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the subcontractor and/or supplier consents to the assignment of the subcontract/supply contract to Owner contingent upon Contractor's default of Agreement.

d. Contractor's Obligations under Subcontracts.

1. No use of a subcontractor shall relieve the Contractor of any of its obligations or liabilities under the Agreement. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such subcontractor.
2. The Contractor shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of this Agreement fully effective as applied to subcontractors. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

17. Accounting/Records/Audit. [Reserved-Contractor shall comply with 00170.07 in the Specifications found in Exhibit D.]

18. Laws, Regulations, and Orders. Contractor shall, at all times during performance of this Agreement, observe and comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, ordinances, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6). Contractor shall not engage in activity which creates an actual conflict of interest or violates Government Standards and Practices as provided in ORS Chapter 244.

EXHIBIT 3
SAMPLE CONTRACT

19. Permits and Licenses. Unless otherwise specifically stated herein, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to the commencement of work hereunder.
20. 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 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 a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
21. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
22. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.
23. Indemnity. [Reserved-Contractor shall comply with 00170.72 of the Specifications found in Exhibit D]
24. Insurance. 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 Owner and its officers, agents and employees:
- a. 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.

**EXHIBIT 3
SAMPLE CONTRACT**

- b. 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.
- c. Workers' Compensation and Employer's liability meeting statutory limits mandated by State and federal laws.

Prior to commencing work, Contractor and any subcontractors shall provide Owner 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 and Automobile Liability policies as stated above. The certificates shall be accompanied by additional insured endorsements identifying Columbia County, 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, Owner 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.

25. 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 Owner may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the Owner under the following conditions:

- a. If Contractor fails to perform the work in a manner satisfactory to Owner.
- 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 Owner the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this

EXHIBIT 3
SAMPLE CONTRACT

- 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 Owner not to exceed the maximum amount stated above and decreased by any additional costs incurred by Owner to correct the work performed. The rights and remedies of the Owner 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.
26. 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.
27. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner'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. Any failure of Contractor to perform work on time is a material breach of this Agreement.
28. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
29. 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.
30. Attorneys 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 attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
31. 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.

**EXHIBIT 3
SAMPLE CONTRACT**

32. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
33. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.
34. 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.

(Agreement continues on the following page)

**EXHIBIT 3
SAMPLE CONTRACT**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, OR HAVE CAUSED TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICIALS, THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR IN DUPLICATE ON THE RESPECTIVE DATES INDICATED BELOW.

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

Name: _____

Casey Garrett, Chair

Date: _____

By: _____

Kellie Jo Smith, Commissioner

Approved as to form:

By: _____

By: _____

Margaret Magruder, Commissioner

Office of County Counsel

Date: _____

**EXHIBIT 3
SAMPLE CONTRACT**

Exhibit A

Invitation to Bid

**EXHIBIT 3
SAMPLE CONTRACT**

Exhibit B

Contractor's Bid

**EXHIBIT 3
SAMPLE CONTRACT**

Exhibit C

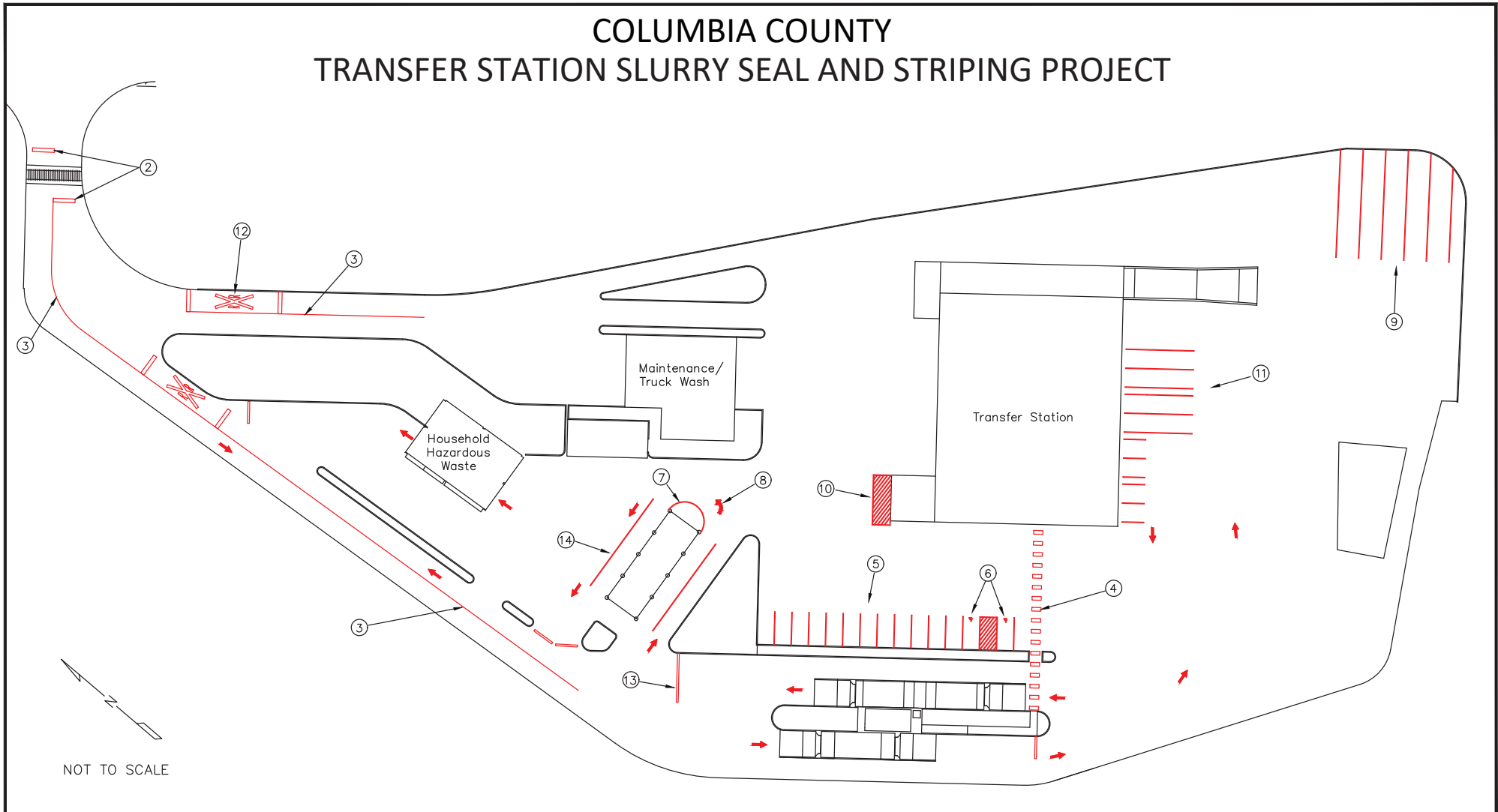
Special Provisions

**EXHIBIT 3
SAMPLE CONTRACT**

Exhibit D

Plans and Contract Specifications

COLUMBIA COUNTY TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT




NOT TO SCALE

DATE	REVISION	BY	DRAFTER: SCOTT TOENIES	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT.	DATE	COLUMBIA COUNTY ROAD DEPT. TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT	SHEET
XX/XX	XXX	XX	CHECKER: GRANT DEJONGH		MARCH 2025		1
XX/XX	XXX	XX	REVIEWER: NAME			OF	
XX/XX	XXX	XX	MANAGER: NAME			2	
DRAWING LOCATION				Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215		STRIPING PLAN	PROJECT NO. ...11-25-A

COLUMBIA COUNTY TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT

Construction Notes:

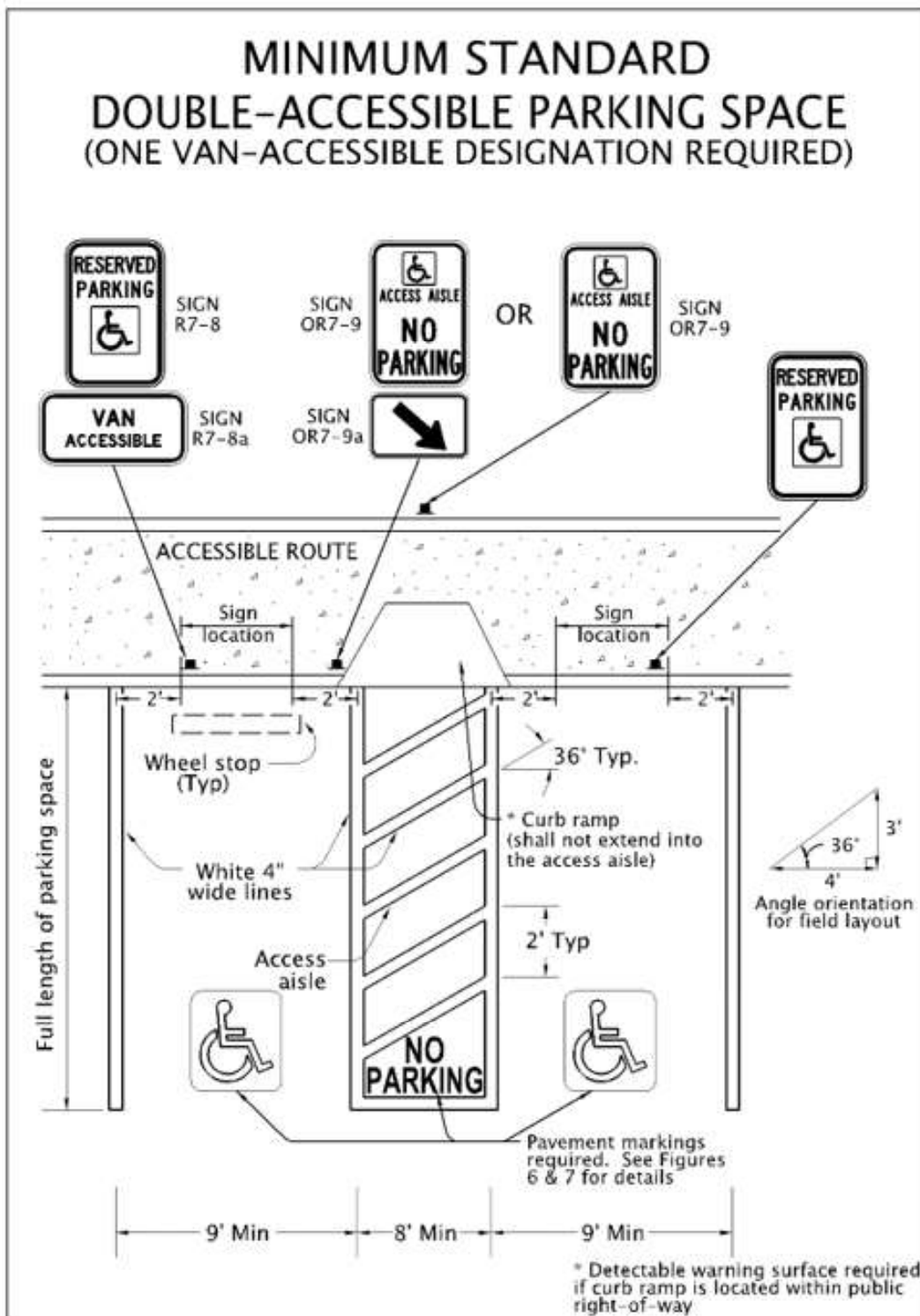
- ① All straight arrows shown on plan will be white preformed thermoplastic arrows, see ODOT Std. Drawing TM501 (SA). 14 total arrows.
- ② Railroad stop bars will be large 12' long preformed thermoplastic, see ODOT Std. Drawing TM503 (S-2).
- ③ Single 4" yellow stripe painted, maintaining 12' lanes on each side. Approximately 545' total length.
- ④ Install Staggered preformed thermoplastic Continental Crosswalk, 2' wide by 5' long white bars on 4' spacing.
- ⑤ Install fifteen (15), 9' wide by 18' long parking stalls. Lines shall be 4" white preformed thermoplastic. Install first line starting 9' offset from North West curb. (All stalls will be 9' wide.)
- ⑥ Install 2 thermoplastic handicap symbols. Install no parking striping between handicap spaces with white paint, 4" lines per ODOT Standards for Accessible Places.
- ⑦ Install 4" painted curved white line around North side of the recycling center, starting at the outside of the bollards. Radius will be about 11'. Approximately 32' long.
- ⑧ Install white preformed thermoplastic left turn arrow, see ODOT std. Drawing TM501 (LA).
- ⑨ Install five (5), 12' wide, 60' long trailer parking stalls. Lines shall be 4" white thermoplastic. Install first line starting 7.5' offset from south west curb.
- ⑩ Install 27' by 10' white painted hatching. Hatching should be with 4" lines and follow the same spacing as in note 6. Hatched area shall be in line with North East side of the building and extend about 2' past the South west side.
- ⑪ Install white thermoplastic stalls 10' wide, 2 for each bay with a 3.5' buffer between bays. Offset lines 2.25' out from the building. The first 6 lines on the South West half of the building will be 12' long and the last 6 lines on the North East side of the building will be 37' long.
- ⑫ Install (2) railroad crossing markings 12' wide lanes, see ODOT Std. Drawing TM504 (RR).
- ⑬ Where noted, install white thermoplastic 1' wide by 26' long stop bar to include both lanes. All other stop bars that are not specified will be 1' wide by 12' long white thermoplastic stop bars. See ODOT Std. Drawing TM503 (S).
- ⑭ Install 4" wide white thermoplastic lines 60' long on both sides of the recycling center offset 10' from bollards.

DATE	REVISION	BY	DRAFTER: SCOTT TOENIES	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT.	DATE	COLUMBIA COUNTY ROAD DEPT. TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT	SHEET
XX/XX	XXX	XX	CHECKER: GRANT REJONGH		MARCH 2025		2
XX/XX	XXX	XX	REVIEWER: NAME			OF	
XX/XX	XXX	XX	MANAGER: NAME			2	
DRAWING LOCATION				 Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215		PROJECT NO. ...11-25-A...	
CONSTRUCTION NOTES							

Traffic-Roadway Section

Standards for Accessible Parking Places

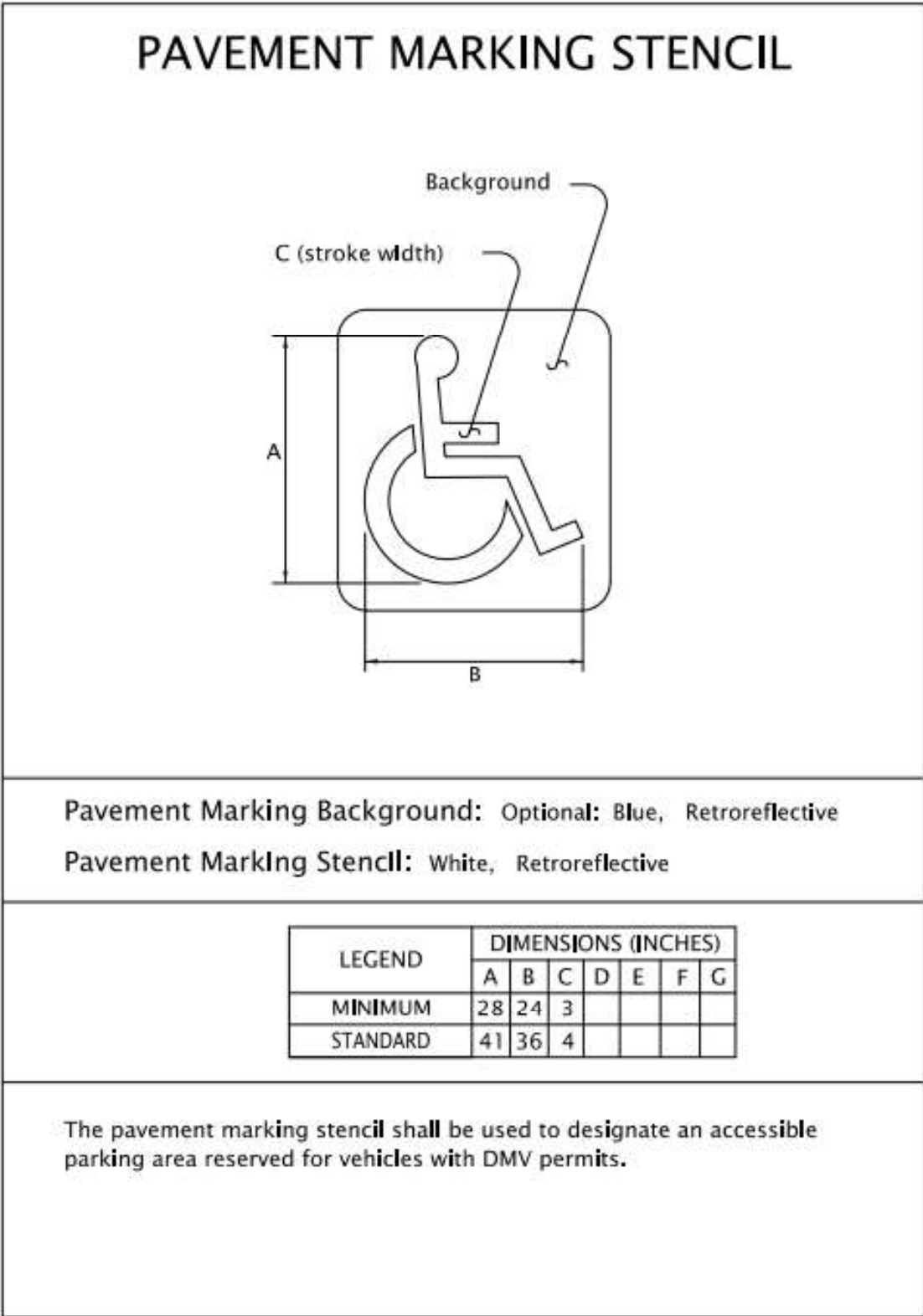
Figure 2: Double-Accessible Parking Space



Traffic-Roadway Section

Standards for Accessible Parking Places

Figure 6: Pavement Marking Stencil for an Accessible Parking Spot



Traffic-Roadway Section

Standards for Accessible Parking Places

Figure 7: Pavement Marking Legend details for NO PARKING





March 31, 2026

ALL PLANHOLDERS

Re: **ADDENDUM No. 1 – Invitation to Bid, S-C00055-00016454
Transfer Station Slurry Seal and Pavement Marking**

Dear Planholders,

This is Addendum No. 1 for the Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking, which was released on March 31, 2026.

The ITB references the Bid Deadline or Bid Opening Date as April 14, 2026, at 2:00pm. To follow ITB standards, we have moved the Bid Deadline or Bid Opening Date to **April 15, 2026, at 2:00pm.**

Please be sure to sign and acknowledge this Addendum and include with any submitted proposal.

Thank you.

Grant DeJongh

Acknowledgement – By signing below, I acknowledge the modification(s) represented above to Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking.

Signature

Date

Name

COLUMBIA COUNTY
Department of Public Works



BOOK _____ PAGE _____

ST. HELENS, OR 97051

1054 Oregon St.
Direct (503) 397-5090
Fax (503) 397-7215
columbiacountyor.gov

April 9, 2026

ALL PLANHOLDERS

Re: **ADDENDUM No. 2 – Invitation to Bid, S-C00055-00016454**
Transfer Station Slurry Seal and Pavement Marking

Dear Planholders,

This is Addendum No. 2 for the Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking, which was released on March 31, 2026.

“LONGITUDINAL PAVEMENT MARKING – PAINT – White” on both bid schedules did not get numbered. “LONGITUDINAL PAVEMENT MARKING – PAINT – White” is now number 6. All items in both schedules have been numbered appropriately. Please see the updated bid schedules.

Please be sure to sign and acknowledge this Addendum and include with any submitted proposal.

Thank you.

Grant DeJongh

Acknowledgement – By signing below, I acknowledge the modification(s) represented above to Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking.

Signature

Date

Name

BID SCHEDULE 1

**Transfer Station Slurry Seal and Pavement Marking
 ITB -S-C00055-00016454**

(Bid must be returned to Columbia County Public Works Department by April 15, 2026 at 2:00 PM)

Schedule 1: Slurry Seal Application to be Completed on a Sunday

Note: Per ORS 279C.540, work on Sunday will need to be at time and a half

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	ALL	LS		
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	ALL	LS		
3	SLURRY SEAL CRACK SEALING	15,500	LF		
4	SLURRY SEAL	14,108	SY		
5	LONGITUDINAL PAVEMENT MARKING – PAINT - Yellow	545	LF		
6	LONGITUDINAL PAVEMENT MARKING – PAINT - White	32	LF		
7	LONGITUDINAL PAVEMENT MARKING – PAINT – No Parking Striping	435	SF		
8	PAVEMENT LEGEND, TYPE B: Arrows	15	EA		
9	PAVEMENT LEGEND, TYPE B: Railroad Crossing	2	EA		
10	PAVEMENT LEGEND, TYPE B: Disabled Parking	2	EA		
11	PAVEMENT LEGEND, TYPE B: No Parking	1	EA		
12	PAVEMENT BAR, TYPE B	640	SF		

Total _____

BID SCHEDULE 2

**Transfer Station Slurry Seal and Pavement Marking
ITB -S-C00055-00016454**

(Bid must be returned to Columbia County Public Works Department by April 15, 2026 at 2:00 PM)

Schedule 2: Slurry Seal Application to be Completed through Weekday Closure of Facility

Note: To compare pricing between submitted copies of Bid Schedule 1 and Bid Schedule 2, the estimated loss of revenue is represented by Line 13, below.

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	ALL	LS		
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	ALL	LS		
3	SLURRY SEAL CRACK SEALING	15,500	LF		
4	SLURRY SEAL	14,108	SY		
5	LONGITUDINAL PAVEMENT MARKING – PAINT - Yellow	545	LF		
6	LONGITUDINAL PAVEMENT MARKING – PAINT - White	32	LF		
7	LONGITUDINAL PAVEMENT MARKING – PAINT – No Parking Striping	435	SF		
8	PAVEMENT LEGEND, TYPE B: Arrows	15	EA		
9	PAVEMENT LEGEND, TYPE B: Railroad Crossing	2	EA		
10	PAVEMENT LEGEND, TYPE B: Disabled Parking	2	EA		
11	PAVEMENT LEGEND, TYPE B: No Parking	1	EA		
12	PAVEMENT BAR, TYPE B	640	SF		
13	LOSS OF REVENUE TO CLOSURE: 2 days	1	LS	\$26,000	\$26,000

Total _____

Exhibit B
Contractor's Bid

BID FORM**Transfer Station Slurry Seal and Pavement Marking
ITB -S-C00055-00016454**

The undersigned and bidder declare(s), propose(s) and agree(s) as follows:

1. The undersigned has authority to complete and sign this Bid on behalf of the person, firm, business or corporation named herein as bidder.
2. The full legal name(s) of the bidder is C.R. Contracting, LLC
3. The only persons, firms, businesses or corporations interested in this Bid as principals are named as bidders above or as officers, partners, joint venturers or parties below.
4. This Bid is made without collusion with any person, firm, business or corporation other than those named herein.
5. The bidder has carefully examined the Contract Documents (consisting of the Invitation for Bids, Instructions to Bidders, Bid Form, Bid Schedule, First-Tier Subcontractor Disclosure Form, Sample Contract, Special Provisions, Specifications, Oregon Bid Bond, Oregon Performance and Payment Bonds, Environmental and Natural Resources Laws and Remedies and Drawings), and the site(s) of the proposed work.
6. The bidder understands and agrees that this Bid is subject to all of the terms and conditions of the Contract Documents, and any addenda thereto, and the same are incorporated herein by this reference.
7. If this Bid is accepted, bidder will: a) execute the County's approved form of Contract; b) provide the performance security, if any, specified in the Contract Documents; c) will provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work required; d) furnish all the materials necessary; and e) do all of the foregoing in the manner and time prescribed in, and according to the requirements set forth in, the Contract Documents.
8. If this Bid is accepted and the bidder fails to or neglects to execute and return the Contract, and provide performance security, if required, within ten (10) days from the date of receiving from the County the Contract prepared and ready for execution, the County may, at its option, determine that the bidder has abandoned the Contract, declare the bid security described in the Instructions to Bidders, if any, forfeited, and award the Contract to the next lowest responsible bidder.
9. The Bidder will make all the payments to workers, suppliers and agencies required under the Contract in the manner described in the Contract Documents; the bidder will comply with all other applicable provisions of Oregon Law, Columbia County Ordinances and rules relating to public contracting including the provisions of ORS 279C.840 and the Davis Bacon Act (40 USC 276a), if applicable.
10. The bidder by whom this Bid is submitted, and by whom the contract will be entered into in case award is made, is a(n): **individual / sole proprietorship / partnership / corporation / other**

_____ corporation _____ (mark out all but correct title).

11. The names, addresses, titles and phone numbers of the president, secretary - treasurer and manager of the bidding corporation or names, addresses, titles and phone numbers of all officers, partners, joint venturers or other parties interested in this Bid are as follows:

1. Name: Russell Davis Title: President
 Address: 64435 Strickler Ave. Ste. 100
Bend, OR 97703 Phone: (541) 306.6216
2. Name: _____ Title: _____
 Address: _____
 _____ Phone: _____
3. Name: _____ Title: _____
 Address: _____
 _____ Phone: _____

(Attach additional sheets if necessary.)

12. The undersigned Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts. Failure of a Bidder not to so discriminate shall be grounds for disqualification.

13. Each Bid shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 10% of the total amount stated in the Bid as Bid security.

14. The Bidder's Bid is as shown in the following bid schedule:

BID SCHEDULE 1

**Transfer Station Slurry Seal and Pavement Marking
 ITB -S-C00055-00016454**

(Bid must be returned to Columbia County Public Works Department by April 15, 2026 at 2:00 PM)

Schedule 1: Slurry Seal Application to be Completed on a Sunday

Note: Per ORS 279C.540, work on Sunday will need to be at time and a half

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	ALL	LS	\$ 30,000.00	\$ 30,000.00
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	ALL	LS	\$ 30,000.00	\$ 30,000.00
3	SLURRY SEAL CRACK SEALING	15,500	LF	\$ 3.25	\$ 50,375.00
4	SLURRY SEAL	14,108	SY	\$ 7.25	\$ 102,283.00
5	LONGITUDINAL PAVEMENT MARKING – PAINT - Yellow	545	LF	\$ 2.50	\$ 1,362.50
6	LONGITUDINAL PAVEMENT MARKING – PAINT - White	32	LF	\$ 3.75	\$ 120.00
7	LONGITUDINAL PAVEMENT MARKING – PAINT – No Parking Striping	435	SF	\$ 3.13	\$ 1,361.55
8	PAVEMENT LEGEND, TYPE B: Arrows	15	EA	\$ 350.00	\$ 5,250.00
9	PAVEMENT LEGEND, TYPE B: Railroad Crossing	2	EA	\$ 1,875.00	\$ 3,750.00
10	PAVEMENT LEGEND, TYPE B: Disabled Parking	2	EA	\$ 312.50	\$ 625.00
11	PAVEMENT LEGEND, TYPE B: No Parking	1	EA	\$ 250.00	\$ 250.00
12	PAVEMENT BAR, TYPE B	640	SF	\$ 12.50	\$ 8,000.00

Total \$ 233,377.05

BID SCHEDULE 2**Transfer Station Slurry Seal and Pavement Marking
ITB -S-C00055-00016454****(Bid must be returned to Columbia County Public Works Department by April 15, 2026 at 2:00 PM)****Schedule 2: Slurry Seal Application to be Completed through Weekday Closure of Facility****Note: To compare pricing between submitted copies of Bid Schedule 1 and Bid Schedule 2, the estimated loss of revenue is represented by Line 13, below.**

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	ALL	LS	\$ 30,000.00	\$ 30,000.00
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	ALL	LS	\$ 30,000.00	\$ 30,000.00
3	SLURRY SEAL CRACK SEALING	15,500	LF	\$ 3.47	\$ 53,785.00
4	SLURRY SEAL	14,108	SY	\$ 5.18	\$ 73,079.44
5	LONGITUDINAL PAVEMENT MARKING – PAINT - Yellow	545	LF	\$ 2.50	\$ 1,362.50
6	LONGITUDINAL PAVEMENT MARKING – PAINT - White	32	LF	\$ 3.75	\$ 120.00
7	LONGITUDINAL PAVEMENT MARKING – PAINT – No Parking Striping	435	SF	\$ 3.13	\$ 1,361.55
8	PAVEMENT LEGEND, TYPE B: Arrows	15	EA	\$ 350.00	\$ 5,250.00
9	PAVEMENT LEGEND, TYPE B: Railroad Crossing	2	EA	\$ 1,875.00	\$ 3,750.00
10	PAVEMENT LEGEND, TYPE B: Disabled Parking	2	EA	\$ 312.50	\$ 625.00
11	PAVEMENT LEGEND, TYPE B: No Parking	1	EA	\$ 250.00	\$ 250.00
12	PAVEMENT BAR, TYPE B	640	SF	\$ 12.50	\$ 8,000.00
13	LOSS OF REVENUE TO CLOSURE: 2 days	1	LS	\$26,000	\$26,000

Total \$ 233,583.49

Remarks (attach additional sheets if necessary):

None

DATED: 04/10/2026

BIDDER: C.R. Contracting, LLC
(Business Name)

BUSINESS ADDRESS: 64435 Strickler Ave. Ste. 100 Bend, OR 97703

BY: 
(Signature of Authorized Representative)

Name: Russell Davis
(Printed Name of Signator)

Title: President

Phone: (541) 306.6216 Fax: (541) 610.1715

BY: Not Applicable
(Signature of Second Representative if required)

Name: _____
(Printed Name of Signator)

Title: _____

Federal Tax I.D. No.: 20-0906340

(Unless indicated otherwise below, all business communications regarding this Bid and Contract will be made to the business address and phone number shown above.)

If other than above, all communications should be made to:

Alternate Address: none

Phone: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**PROJECT NAME: Transfer Station Slurry Seal and Pavement Marking
ITB -S-C00055-00016454**

BID CLOSING: Date: April 14, 2026, Time: 2:00 p.m. Pacific Time

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

Instructions for First-Tier Subcontractor Disclosure: Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.00 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (a) 5% of the project bid, but at least \$15,000.00; or
- (b) \$350,000.00, regardless of the percentage of the total bid.

The disclosure of first-tier subcontractors shall include:

- (a) The subcontractor’s name;
- (b) The category of work that the subcontractor would be performing; and
- (c) The dollar value of the subcontract.

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 form, below. **THE COUNTY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (See OAR 137-049-0360)**

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) <u>All Stripes</u>	\$ <u>17,590.25</u>	<u>Pavement Markings and Legends</u>
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

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

Form submitted by (bidder name): C.R. Contracting, LLC

Contact name: Russell Davis Phone no.: (541) 306.6216

SPECIAL PROVISIONS

SECTION 1. STANDARD OF WORKMANSHIP

The standard of workmanship for this Contract shall meet or exceed those provided by the Specifications for this Contract.

SECTION 2. MATERIALS

The materials used in this Contract shall meet or exceed those stated in the Specifications. Prior written approval by the County Representative must be obtained before deviating from the materials, if any, prescribed in the Specifications.

SECTION 3. EXAMINATION OF LOCATION AND CONDITIONS.

It is understood that CONTRACTOR, prior to signing this Contract, has made a careful examination of the contents of this Contract and has obtained complete information as to the quantity, locality and character of work to be performed hereunder. CONTRACTOR has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. COUNTY in no case will be responsible for any loss or cost that may be suffered by CONTRACTOR as a consequence of the failure by CONTRACTOR to be so informed.

SECTION 4. ORDER AND PROGRESS OF WORK

The work under this Contract shall be planned and conducted in such a manner and with such forces as to secure completion within the time allotted. The order and sequence of the work and its general conduct shall be subject to approval of the County Representative, which shall, however, not affect or diminish the full responsibility of the CONTRACTOR for the work.

Note: The work proposed in this project is at a public facility that provides service to the residents of Columbia County and represents a source of revenue for the solid waste division of the Public Works Department. The work schedule proposed by the CONTRACTOR, once approved by the County Representative, must be strictly adhered to in order to minimize the loss of service to County residents and revenue to the County – particularly for any proposed closure of the facility. Liquidated damages, as covered in Section 21, will be applicable unless time extensions are granted, per subsequent sections.

SECTION 5. SCOPE OF WORK.

The intent of this Contract is to provide for the execution and completion in every detail of the work described herein. Except as herein otherwise specified, the CONTRACTOR shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete, according to the Specifications, the work to be done under this Contract. This shall be understood to include, in addition to the work specifically

called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner.

SECTION 6. COMMENCEMENT OF WORK

Upon award of the Contract by COUNTY, the CONTRACTOR shall furnish COUNTY the following:

- a. The original of this Contract duly executed by CONTRACTOR.
- b. Evidence of having secured any permits or licenses, payment of any fees or charges and posting of any notices as may be required by law.
- c. A list of proposed subcontractors, if any, subject to County approval pursuant to Section 18 below.
- d. The Payment Bond, Performance Bond and Certificates of Insurance required by Sections 7,14, 22 of the Contract.

Upon receipt of the above, the COUNTY will determine whether to approve the Contract. No work shall commence until the COUNTY has approved, dated, and executed the original Contract and authorized CONTRACTOR to begin work. The COUNTY shall not be responsible for delay by CONTRACTOR in supplying the necessary items described above in this section and any such delay shall not be grounds for extension of the completion date specified herein.

SECTION 7. INSPECTION

This Contract is to be executed under the supervision of the County Representative, who will act under instruction of the Board of County Commissioners. The County Representative may provide for the inspection, by assistants and inspectors under his/her direction, of all materials used and all work done under this project. No deviation from the specifications for this project shall be made by the CONTRACTOR without first obtaining the consent and approval of the County Representative. The County Representative and his/her inspectors shall have free access to all information relating to the work and materials for the project which the County Representative may deem necessary or pertinent and with such samples as may be required. The CONTRACTOR shall, at his/her own expense, supply the inspectors with such labor assistance as may be necessary in handling of materials for proper inspection and, in case the CONTRACTOR neglects or refuses to do so, such labor as may be necessary shall be employed by the County Representative and the expense so incurred shall be deducted from the money then due, or which may become thereafter due the CONTRACTOR. Inspectors shall have authority to reject defective material and to suspend any work that is being done improperly, subject to final decision of the County Representative. Inspectors shall have no authority to permit deviations from, or to relax, any of the provisions of these Specifications nor to delay the CONTRACTOR by failure to inspect materials and work with reasonable promptness. The County Representative during the actual progress of the work, shall furnish the CONTRACTOR with such detailed drawing as may be necessary to more fully illustrate the work, and all such drawings shall be considered a part of the Specifications of the project.

The payment of compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any inspector, directly or indirectly, is directly prohibited, and any such act on the part of the CONTRACTOR will constitute a violation of this Contract.

SECTION 8. ALTERATIONS IN DETAIL

COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided, however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the change and cost increase is approved in writing by the CONTRACTOR prior to the execution of the additional work. Any changes or alterations so made shall not invalidate this Contract nor release the surety of CONTRACTOR on the Performance Bond, and CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original Contract.

SECTION 9. DISCHARGE OF EMPLOYEES.

Any employee of the CONTRACTOR whose work is unsatisfactory to the County Representative shall be discharged or reassigned by CONTRACTOR and not allowed to work on the job again without written consent of the County Representative.

SECTION 10. PUBLIC CONVENIENCE.

During the progress of the work, the convenience of the public must be provided for as far as practical.

SECTION 11. PROTECTION OF PROPERTY AND PERSONS

1. The CONTRACTOR shall, at his/her own expense, provide, erect and maintain at all times during the progress of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide and maintain such lights, signals and flaggers as may be necessary or as may be ordered by the County Representative to insure the safety of the public, and the protection of the work and those engaged in connection with the work.
2. The CONTRACTOR shall continuously maintain adequate protection of all areas near the work from damage and shall protect the COUNTY'S property from unintended loss arising in connection with this agreement. CONTRACTOR shall adequately protect adjacent property as provided by law, regulations and industry practice. The CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the COUNTY.
3. The CONTRACTOR shall protect from damage all buildings, trees, shrubs, lawns and all landscape work indicated or directed to remain. Any such property damaged shall be repaired or replaced at the CONTRACTOR'S expense.

SECTION 12. CLEANING UP

The CONTRACTOR shall remove all debris and excess materials from the work site. Upon the completion of the work, and before acceptance and final payment shall be made, the CONTRACTOR shall clean up and remove from the work site, all surplus and discarded materials, rubbish and debris of all kind. CONTRACTOR shall restore in an acceptable manner all property, both public and private which has been damaged during the prosecution of the work, and shall leave the work site in a neat and orderly condition to the satisfaction of the County Representative.

SECTION 13. EXTENSION OF TIME

With reference to the Contract time originally given in the proposal and Contract, the CONTRACTOR can request the COUNTY to extend the original time limit. If the COUNTY agrees that an extension should be granted because of an unforeseen reason, the original time limit will be extended by the amount of days the CONTRACTOR is prevented from performing work under the Contract for one or another of the following causes or reasons:

1. Acts of God, such as an earthquake, flood, cloudburst, tornado, hurricane or other phenomenon of nature of catastrophic proportions or intensity.
2. Epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes and acts of public enemy.
3. Periods when the work is temporarily suspended upon written order of the County Representative.

SECTION 14. ADJUSTMENT OF CONTRACT

Notwithstanding any other provisions of this Contract, COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the work to be done under the Contract is caused by major catastrophes or disasters resulting from acts of God, windstorms, floods, fire, or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of CONTRACTOR or the representatives, employees or assignees of CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible, provided, however, that any loss or cost to CONTRACTOR is in no way recoverable from third parties through action or otherwise by CONTRACTOR, and provided further that CONTRACTOR make written application to COUNTY within thirty (30) days after the event.

SECTION 15. CAUSES BEYOND CONTROL.

In the event CONTRACTOR is prevented by cause or causes beyond control of CONTRACTOR from performing any obligation of this Contract, such non-performance shall not be deemed to be a breach of this Contract such as to render CONTRACTOR liable in damages therefor or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, CONTRACTOR shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. By "cause or causes beyond control"

as used in this section is meant any one or more of the following causes affecting operations of CONTRACTOR: fire or other casualties and accidents; strikes, riots and civil commotions; wars and acts of public enemies; storms, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; and acts of God and other similar circumstances beyond the control of the CONTRACTOR.

SECTION 16. LIABILITY OF PUBLIC OFFICIALS.

In carrying out of any of the provisions of this Contract, or in exercising any power of authority granted under this Contract, there will be no liability on the Columbia County Board of Commissioners, members of said board and its officers, agents, employees and authorized representatives of the Board, either personally or as officials of the COUNTY, it always being understood that in such matters they act solely as agents and representatives of Columbia County.

SECTION 17. LAWS, REGULATIONS AND ORDERS.

CONTRACTOR at all times shall observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and local ordinances, orders, rules and regulations, which in any manner affect the activities of CONTRACTOR under this Contract, and further, shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies of tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

Payment for work under this Contract after June 30 of any given year is subject to funds being budgeted by the Columbia County Budget Committee. This Contract is subject to the provisions of ORS Chapter 279C (Public Contracting), ORS 294 (Local Budget Law), Article XI, Section 10 of the Oregon Constitution and any and all Oregon statutes and Columbia County ordinances and rules relating to public contracting.

SECTION 18. SUSPENSION OF ACTIVITIES

COUNTY shall have the authority to suspend, wholly or in part, the activities of CONTRACTOR and assignees of CONTRACTOR under this contract for such period or periods of time as COUNTY may deem necessary to protect the public interest.

SECTION 19. ADVANCE PAYMENTS TO CONTRACTOR.

Upon request by CONTRACTOR to be paid for completion of part of the total work to be done hereunder, COUNTY may make such payment, if in the sole opinion of COUNTY the work has been satisfactorily completed and the quantity of work can be verified.

The request from CONTRACTOR for such advance payment must be in writing and include a statement showing the quantity of work completed and the amount payable for such work at the contract unit price.

SECTION 20. NON-DISCRIMINATION.

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

SECTION 21. LIQUIDATED DAMAGES.

In the event all of the work required under this Contract is not completed within the time specified in the Contract or any lawful extension thereof, CONTRACTOR agrees that damage will be sustained by COUNTY as a result, but to definitely determine and ascertain the actual amount of damages either before or after the occurrence thereof would be difficult and impractical. The sum stated in the Section 16 of the Contract for liquidated damages for each and every calendar day that completion of the work is delayed beyond the prescribed completion or lawful extension thereof is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time. When assessed by the COUNTY, CONTRACTOR shall become liable for and pay to the COUNTY as liquidated damages and not as a penalty said sum per day for each and every calendar day of delay. It is agreed by the parties to the Contract, that the amount of liquidated damages shall be **\$13,000 per day** for each and every calendar day of such delay. The amount of such liquidated damages may be deducted by the contracting agency from any compensation due or that may become due under this Contract and the CONTRACTOR and his or her surety shall be liable for any excess damages due.

In the event CONTRACTOR is directed to perform extra or additional work, the number of calendar days specified in the Contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra additional work bears to the original contract value.

Liquidated damages shall not be assessed for any delays caused by the default, act or omission of COUNTY, the State, public enemy or act of God, or as provided in Sections 14, 16, and/or 20 of the Special Provisions, providing CONTRACTOR shall within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the County Representative, whose findings in connection therewith shall be final and conclusive.

SECTION 22. TIME OF ESSENCE.

The proposed work generally involves three parts: preparation, application of the slurry seal, and permanent pavement marking. The preparation and permanent pavement marking portions may occur during facility operation under traffic control. The application of the slurry seal will need to occur when the facility is closed.

Two bid schedules are proposed – one on Sunday, representing the normal closed hours of the facility, and one during the week, representing a two-day closure of the facility for this work. Regardless of which schedule is awarded, the work must be completed within the limitations of the

closure in order to minimize the loss of service to County residents and loss of revenue for the solid waste division.

Conclusion of all work must be completed within the timeframe outlined with the award of contract, but no later than August 30, 2026.

OREGON BID BOND

BOND NO. N/A

AMOUNT: \$ 10% of Total Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that C.R. Contracting, LLC dba C.R. Contracting

hereinafter called the PRINCIPAL, and Everest National Insurance Company

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

having its principal place of business at 100 Everest Way, Warren NJ 07059,

in the State of New Jersey and authorized to do business in the State of Oregon,

as SURETY, are held and firmly bound unto Columbia County,

hereinafter called the OBLIGEE, in the sum of Ten Percent of the Total Amount Bid

DOLLARS (\$10%), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Transfer Station Slurry Seal and Pavement Marking #S-C00055-00016454 said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 7th day of April, 2026

C.R. Contracting, LLC dba C.R. Contracting

PRINCIPAL

By Russell Davis

Everest National Insurance Company

SURETY

By Jessi Wimer

Attorney-in-Fact

Jessi Wimer





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**Chloe Lyons, Gloria Bruning, Vicki Mather, Leticia Romano, Philip O. Forker, Richard Kowalski, Joel Dietzman,
Brent Olson, Christopher A. Reburn, J. Patrick Dooney, Justin Cumnock, Andrew Choruby, Casey Geske,
Sterling Drew Roddan, Ashlee Pingree, Jessi Wimer**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 7th day of April 2026.



By: Sylvia Semerdjian, Assistant Secretary





COLUMBIA COUNTY
Department of Public Works

ST. HELENS, OR 97051

1054 Oregon St.
Direct (503) 397-5090
Fax (503) 397-7215
columbiacountyor.gov

March 31, 2026

ALL PLANHOLDERS

Re: **ADDENDUM No. 1 – Invitation to Bid, S-C00055-00016454**
Transfer Station Slurry Seal and Pavement Marking

Dear Planholders,

This is Addendum No. 1 for the Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking, which was released on March 31, 2026.

The ITB references the Bid Deadline or Bid Opening Date as April 14, 2026, at 2:00pm. To follow ITB standards, we have moved the Bid Deadline or Bid Opening Date to **April 15, 2026, at 2:00pm.**

Please be sure to sign and acknowledge this Addendum and include with any submitted proposal.

Thank you.

Grant DeJongh

Acknowledgement – By signing below, I acknowledge the modification(s) represented above to Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking.

Signature

04/10/2026

Date

Russell Davis

Name C.R. Contracting, LLC

COLUMBIA COUNTY
Department of Public Works



ST. HELENS, OR 97051

1054 Oregon St.
Direct (503) 397 5090
Fax (503) 397-7215
columbiacountyor.gov

April 9, 2026

ALL PLANHOLDERS

Re: **ADDENDUM No. 2 – Invitation to Bid, S-C00055-00016454**
Transfer Station Slurry Seal and Pavement Marking

Dear Planholders,

This is Addendum No. 2 for the Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking, which was released on March 31, 2026.

“LONGUITUDINAL PAVEMENT MARKING – PAINT – White” on both bid schedules did not get numbered. “LONGUITUDINAL PAVEMENT MARKING – PAINT – White” is now number 6. All items in both schedules have been numbered appropriately. Please see the updated bid schedules.

Please be sure to sign and acknowledge this Addendum and include with any submitted proposal.

Thank you.

Grant DeJongh

Acknowledgement – By signing below, I acknowledge the modification(s) represented above to Invitation to Bid, S-C00055-00016454, Transfer Station Slurry Seal and Pavement Marking.

Signature

04/13/2026

Date

Russell Davis

Name

C.R. Contracting, LLC

Exhibit C
Special Provisions

SPECIAL PROVISIONS

SECTION 1. STANDARD OF WORKMANSHIP

The standard of workmanship for this Contract shall meet or exceed those provided by the Specifications for this Contract.

SECTION 2. MATERIALS

The materials used in this Contract shall meet or exceed those stated in the Specifications. Prior written approval by the County Representative must be obtained before deviating from the materials, if any, prescribed in the Specifications.

SECTION 3. EXAMINATION OF LOCATION AND CONDITIONS.

It is understood that CONTRACTOR, prior to signing this Contract, has made a careful examination of the contents of this Contract and has obtained complete information as to the quantity, locality and character of work to be performed hereunder. CONTRACTOR has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. COUNTY in no case will be responsible for any loss or cost that may be suffered by CONTRACTOR as a consequence of the failure by CONTRACTOR to be so informed.

SECTION 4. ORDER AND PROGRESS OF WORK

The work under this Contract shall be planned and conducted in such a manner and with such forces as to secure completion within the time allotted. The order and sequence of the work and its general conduct shall be subject to approval of the County Representative, which shall, however, not affect or diminish the full responsibility of the CONTRACTOR for the work.

Note: The work proposed in this project is at a public facility that provides service to the residents of Columbia County and represents a source of revenue for the solid waste division of the Public Works Department. The work schedule proposed by the CONTRACTOR, once approved by the County Representative, must be strictly adhered to in order to minimize the loss of service to County residents and revenue to the County – particularly for any proposed closure of the facility. Liquidated damages, as covered in Section 21, will be applicable unless time extensions are granted, per subsequent sections.

SECTION 5. SCOPE OF WORK.

The intent of this Contract is to provide for the execution and completion in every detail of the work described herein. Except as herein otherwise specified, the CONTRACTOR shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete, according to the Specifications, the work to be done under this Contract. This shall be understood to include, in addition to the work specifically

called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner.

SECTION 6. COMMENCEMENT OF WORK

Upon award of the Contract by COUNTY, the CONTRACTOR shall furnish COUNTY the following:

- a. The original of this Contract duly executed by CONTRACTOR.
- b. Evidence of having secured any permits or licenses, payment of any fees or charges and posting of any notices as may be required by law.
- c. A list of proposed subcontractors, if any, subject to County approval pursuant to Section 18 below.
- d. The Payment Bond, Performance Bond and Certificates of Insurance required by Sections 7, 14, 22 of the Contract.

Upon receipt of the above, the COUNTY will determine whether to approve the Contract. No work shall commence until the COUNTY has approved, dated, and executed the original Contract and authorized CONTRACTOR to begin work. The COUNTY shall not be responsible for delay by CONTRACTOR in supplying the necessary items described above in this section and any such delay shall not be grounds for extension of the completion date specified herein.

SECTION 7. INSPECTION

This Contract is to be executed under the supervision of the County Representative, who will act under instruction of the Board of County Commissioners. The County Representative may provide for the inspection, by assistants and inspectors under his/her direction, of all materials used and all work done under this project. No deviation from the specifications for this project shall be made by the CONTRACTOR without first obtaining the consent and approval of the County Representative. The County Representative and his/her inspectors shall have free access to all information relating to the work and materials for the project which the County Representative may deem necessary or pertinent and with such samples as may be required. The CONTRACTOR shall, at his/her own expense, supply the inspectors with such labor assistance as may be necessary in handling of materials for proper inspection and, in case the CONTRACTOR neglects or refuses to do so, such labor as may be necessary shall be employed by the County Representative and the expense so incurred shall be deducted from the money then due, or which may become thereafter due the CONTRACTOR. Inspectors shall have authority to reject defective material and to suspend any work that is being done improperly, subject to final decision of the County Representative. Inspectors shall have no authority to permit deviations from, or to relax, any of the provisions of these Specifications nor to delay the CONTRACTOR by failure to inspect materials and work with reasonable promptness. The County Representative during the actual progress of the work, shall furnish the CONTRACTOR with such detailed drawing as may be necessary to more fully illustrate the work, and all such drawings shall be considered a part of the Specifications of the project.

The payment of compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any inspector, directly or indirectly, is directly prohibited, and any such act on the part of the CONTRACTOR will constitute a violation of this Contract.

SECTION 8. ALTERATIONS IN DETAIL

COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided, however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the change and cost increase is approved in writing by the CONTRACTOR prior to the execution of the additional work. Any changes or alterations so made shall not invalidate this Contract nor release the surety of CONTRACTOR on the Performance Bond, and CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original Contract.

SECTION 9. DISCHARGE OF EMPLOYEES.

Any employee of the CONTRACTOR whose work is unsatisfactory to the County Representative shall be discharged or reassigned by CONTRACTOR and not allowed to work on the job again without written consent of the County Representative.

SECTION 10. PUBLIC CONVENIENCE.

During the progress of the work, the convenience of the public must be provided for as far as practical.

SECTION 11. PROTECTION OF PROPERTY AND PERSONS

1. The CONTRACTOR shall, at his/her own expense, provide, erect and maintain at all times during the progress of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide and maintain such lights, signals and flaggers as may be necessary or as may be ordered by the County Representative to insure the safety of the public, and the protection of the work and those engaged in connection with the work.
2. The CONTRACTOR shall continuously maintain adequate protection of all areas near the work from damage and shall protect the COUNTY'S property from unintended loss arising in connection with this agreement. CONTRACTOR shall adequately protect adjacent property as provided by law, regulations and industry practice. The CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the COUNTY.
3. The CONTRACTOR shall protect from damage all buildings, trees, shrubs, lawns and all landscape work indicated or directed to remain. Any such property damaged shall be repaired or replaced at the CONTRACTOR'S expense.

SECTION 12. CLEANING UP

The CONTRACTOR shall remove all debris and excess materials from the work site. Upon the completion of the work, and before acceptance and final payment shall be made, the CONTRACTOR shall clean up and remove from the work site, all surplus and discarded materials, rubbish and debris of all kind. CONTRACTOR shall restore in an acceptable manner all property, both public and private which has been damaged during the prosecution of the work, and shall leave the work site in a neat and orderly condition to the satisfaction of the County Representative.

SECTION 13. EXTENSION OF TIME

With reference to the Contract time originally given in the proposal and Contract, the CONTRACTOR can request the COUNTY to extend the original time limit. If the COUNTY agrees that an extension should be granted because of an unforeseen reason, the original time limit will be extended by the amount of days the CONTRACTOR is prevented from performing work under the Contract for one or another of the following causes or reasons:

1. Acts of God, such as an earthquake, flood, cloudburst, tornado, hurricane or other phenomenon of nature of catastrophic proportions or intensity.
2. Epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes and acts of public enemy.
3. Periods when the work is temporarily suspended upon written order of the County Representative.

SECTION 14. ADJUSTMENT OF CONTRACT

Notwithstanding any other provisions of this Contract, COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the work to be done under the Contract is caused by major catastrophes or disasters resulting from acts of God, windstorms, floods, fire, or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of CONTRACTOR or the representatives, employees or assignees of CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible, provided, however, that any loss or cost to CONTRACTOR is in no way recoverable from third parties through action or otherwise by CONTRACTOR, and provided further that CONTRACTOR make written application to COUNTY within thirty (30) days after the event.

SECTION 15. CAUSES BEYOND CONTROL.

In the event CONTRACTOR is prevented by cause or causes beyond control of CONTRACTOR from performing any obligation of this Contract, such non-performance shall not be deemed to be a breach of this Contract such as to render CONTRACTOR liable in damages therefor or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, CONTRACTOR shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. By "cause or causes beyond control"

as used in this section is meant any one or more of the following causes affecting operations of CONTRACTOR: fire or other casualties and accidents; strikes, riots and civil commotions; wars and acts of public enemies; storms, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; and acts of God and other similar circumstances beyond the control of the CONTRACTOR.

SECTION 16. LIABILITY OF PUBLIC OFFICIALS.

In carrying out of any of the provisions of this Contract, or in exercising any power of authority granted under this Contract, there will be no liability on the Columbia County Board of Commissioners, members of said board and its officers, agents, employees and authorized representatives of the Board, either personally or as officials of the COUNTY, it always being understood that in such matters they act solely as agents and representatives of Columbia County.

SECTION 17. LAWS, REGULATIONS AND ORDERS.

CONTRACTOR at all times shall observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and local ordinances, orders, rules and regulations, which in any manner affect the activities of CONTRACTOR under this Contract, and further, shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies of tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

Payment for work under this Contract after June 30 of any given year is subject to funds being budgeted by the Columbia County Budget Committee. This Contract is subject to the provisions of ORS Chapter 279C (Public Contracting), ORS 294 (Local Budget Law), Article XI, Section 10 of the Oregon Constitution and any and all Oregon statutes and Columbia County ordinances and rules relating to public contracting.

SECTION 18. SUSPENSION OF ACTIVITIES

COUNTY shall have the authority to suspend, wholly or in part, the activities of CONTRACTOR and assignees of CONTRACTOR under this contract for such period or periods of time as COUNTY may deem necessary to protect the public interest.

SECTION 19. ADVANCE PAYMENTS TO CONTRACTOR.

Upon request by CONTRACTOR to be paid for completion of part of the total work to be done hereunder, COUNTY may make such payment, if in the sole opinion of COUNTY the work has been satisfactorily completed and the quantity of work can be verified.

The request from CONTRACTOR for such advance payment must be in writing and include a statement showing the quantity of work completed and the amount payable for such work at the contract unit price.

SECTION 20. NON-DISCRIMINATION.

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

SECTION 21. LIQUIDATED DAMAGES.

In the event all of the work required under this Contract is not completed within the time specified in the Contract or any lawful extension thereof, CONTRACTOR agrees that damage will be sustained by COUNTY as a result, but to definitely determine and ascertain the actual amount of damages either before or after the occurrence thereof would be difficult and impractical. The sum stated in the Section 16 of the Contract for liquidated damages for each and every calendar day that completion of the work is delayed beyond the prescribed completion or lawful extension thereof is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time. When assessed by the COUNTY, CONTRACTOR shall become liable for and pay to the COUNTY as liquidated damages and not as a penalty said sum per day for each and every calendar day of delay. It is agreed by the parties to the Contract, that the amount of liquidated damages shall be **\$13,000 per day** for each and every calendar day of such delay. The amount of such liquidated damages may be deducted by the contracting agency from any compensation due or that may become due under this Contract and the CONTRACTOR and his or her surety shall be liable for any excess damages due.

In the event CONTRACTOR is directed to perform extra or additional work, the number of calendar days specified in the Contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra additional work bears to the original contract value.

Liquidated damages shall not be assessed for any delays caused by the default, act or omission of COUNTY, the State, public enemy or act of God, or as provided in Sections 14, 16, and/or 20 of the Special Provisions, providing CONTRACTOR shall within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the County Representative, whose findings in connection therewith shall be final and conclusive.

SECTION 22. TIME OF ESSENCE.

The proposed work generally involves three parts: preparation, application of the slurry seal, and permanent pavement marking. The preparation and permanent pavement marking portions may occur during facility operation under traffic control. The application of the slurry seal will need to occur when the facility is closed.

Two bid schedules are proposed – one on Sunday, representing the normal closed hours of the facility, and one during the week, representing a two-day closure of the facility for this work. Regardless of which schedule is awarded, the work must be completed within the limitations of the

closure in order to minimize the loss of service to County residents and loss of revenue for the solid waste division.

Conclusion of all work must be completed within the timeframe outlined with the award of contract, but no later than August 30, 2026.

Exhibit D

Plans and Contract Specifications

SPECIFICATIONS

APPLICABLE STANDARD SPECIFICATIONS

References to the Standard Specifications which are applicable to the work on this project are contained in the 2024 edition of the "Oregon Standard Specifications for Construction, Oregon Department of Transportation."

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.05 Cooperative Arrangements – Delete this subsection.

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

00150.50(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;

- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

00150.50(e) Notification - Add the following paragraph to the end of this subsection:

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

Add the following subsection:

00150.50(f) Utility Information:

There are no anticipated conflicts with Utilities.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment - Add the following bullet to the end of the bullet list:

- The Contractor shall restrict the combined weights of construction vehicles, equipment, and materials on bridges according to 00220.45.

00150.70 Detrimental Operations - Replace the paragraph that begins "The Contractor shall avoid..." with the following paragraph:

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (also see 00150.60, 00150.75, and Section 00170)

00150.80 Removal of Unacceptable and Unauthorized Work

Comply with Section 00140 of the Standard Specifications.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.08 Electronic Document Management – Delete this section.

00170.65(b) State Prevailing Wage Requirements – Delete the second paragraph of subsection (1).

00170.70(a) Insurance Coverages – Replace the first paragraph of this subsection with the following:

Contractor - The Contractor shall obtain the insurance specified in paragraph 25 of the Contract prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

00170.70(d) Additional Insured

In the first paragraph delete "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and substitute with "Columbia County".

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Columbia County and its officers, agents, and employees

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.20 Subcontracting Limitations - Replace this subsection, except for the subsection number and title, with the following:

(a) General - The Contractor's own organization shall perform Work amounting to at least 50% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck

hauling of materials, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the work or service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service.

(4) Revocation of Approval - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

(d) Disadvantaged Business Enterprise (DBE) - Every agreement to perform Work, including without limitation subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

(e) Trucking - For all truck hauling of materials not performed with trucks owned and operated by the Contractor. This Section does not apply to delivery of materials by or for or from a Supplier.

(1) Trucking Services Agreement - The Contractor shall submit at the pre-construction meeting one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower tier clause. (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board. (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830), as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors

Board before starting work on the project, unless exempt under ORS 279C.836 (4) or (9) or has elected to not file a bond under ORS 279C.836 (7) or (8) or is otherwise not applicable;

- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions including without limitation Record Requirements in 00170.07; and
- Construction Contractors Board License Number, if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

(2) Limitations - The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned and operated by the Contractor except for committed DBE's that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any work on the Project Site.

(3) Submittals - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 days after the trucking services provider for hauling materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including without limitation 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service. If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(e) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

(4) Revocation of Approval - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm a subcontract is required under 00180.21. For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal, including DBE firms substituting for DBE firms committed as a condition of contract award.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Railway Work	00170.01(e)
On-Site Work.....	00180.40(b)
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
In-water Work Restrictions.....	00290.34(a)

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule, as detailed in the Standard Specifications, is required on this Contract.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications, modified as follows:

00220.40 General Requirements – Add the following:

The Contractor shall provide temporary traffic control such that the Agency's operator of the facility is able to maintain its level of service for the facility, except in those situations where closure of the facility will be permitted.

00220.40(e-1) Lane Restrictions – Replace this section with the following:

One-way traffic may be used with the following requirements:

- Certified flaggers are located at each end of the one lane section.

- Certified flaggers maintain radio communication or can visually see the entire length of the one-lane section, or a pilot car shall be provided.
- Do not stop traffic on project for longer than 20 minutes at one time.
- One traffic lane shall be open at all times, except with written approval by the Agency and an approved detour plan in place.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications.

SECTION 00223 – WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

SECTION 00706 – EMULSIFIED ASPHALT SLURRY SEAL SURFACING

Comply with Section 00706.12 of the Standard Specifications, modified as follows:

Section 00706.12, add the following to the end: Aggregate gradation shall be TYPE I.

Section 00706.15(c), add the following to the end: Component materials shall be based on TYPE I mix.

Section 00706.23, add the following to the end: Pneumatic-tired rollers shall be used.

Section 00706.41(d), replace the first sentence: Tack coat shall be applied prior to placing the slurry seal.

Section 00706.41(g), add the following to the end: Grind and remove all current pavement markings prior to placing the slurry seal.

Section 00706.43, add the following to the end: The application rate shall be per TYPE I slurry seal.

Section 00706.49, add the following: Contractor shall be responsible for ensuring that no slurry seal is applied, intentionally or incidentally, to curbing, buildings, or other surfaces not indicated by the plans or these Special Provisions. If slurry seal is applied, intentionally or incidentally, to curbing, buildings, or other surfaces not indicated by the plans or these Special Provisions, the Contractor shall remove the slurry seal from these surfaces. Removal shall be in such a manner that the work performed pursuant to the contract shall not be damaged.

SECTION 00860 – LONGITUDINAL PAVEMENT MARKING – PAINT

Comply with Section 00860 of the Standard Specifications, modified as follows:

Section 00860.45, add the following to the end: Where denoted on the plans, no parking striping shall be applied. No parking striping (hatching) shall be at a 54-degree angle to parallel with the direction of travel, set at an even spacing of two (2) feet per stripe. Stripes shall be a minimum of four (4) inches in width.

Section 00860.80, add the following to the end: No parking striping will be measured per square foot, which will be measured by the area to be hatched, including the gaps between striping.

Section 00860.90, add the following after the first paragraph: The accepted quantities of painted no parking striping will be paid for at the Contract unit price, per square foot, for the item "Longitudinal Pavement Markings – Paint – No Parking Striping."

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications, as modified below:

Section 00867.45, add the following to the end: No Parking legend shall be per ODOT ADA Figure 7, per contract plans.

Section 00867.90(q), replace with the following: Pavement Legend, Type B: No Parking EA

OREGON BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the PRINCIPAL, and _____

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

having its principal place of business at _____,

in the State of _____ and authorized to do business in the State of Oregon,

as SURETY, are held and firmly bound unto _____,

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for _____
_____ said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

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

PRINCIPAL

By _____

SURETY

By _____

Attorney-in-Fact

OREGON PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL BY THESE PRESENT, that _____

as CONTRACTOR (Principal), and _____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,
are jointly and severally held and bound unto _____

the OWNER (Obligee) herein, in the sum of _____

DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279C, of the State of Oregon, the provisions of which are hereby
incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____

the CONTRACTOR entered into a certain Contract with Columbia County for

IN WITNESS;

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including
the guarantee period, and promptly pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such work
and services, 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, HOWEVER:

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

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of
the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its
obligations 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 Contract Documents.

Signed and sealed this _____ day of _____, 20____. _____ (SEAL)

CONTRACTOR

Approved as to Form: _____, 20____.

OWNER

By _____

Attorney-In-Fact

SURETY

By _____

OREGON PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL BY THESE PRESENT, that _____

as CONTRACTOR (Principal), and _____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,
are jointly and severally held and bound unto _____

the OWNER (Obligee) herein, in the sum of _____

DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279C, of the State of Oregon, the provisions of which are hereby
incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____

the CONTRACTOR entered into a certain Contract with Columbia County
for _____

IN WITNESS;

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration thereof, including
the guarantee period, and promptly pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such work
and services, 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, HOWEVER:

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

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of
the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its
obligations 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 Contract Documents.

Signed and sealed this _____ day of _____, 20____. _____(SEAL)

CONTRACTOR

OWNER

SURETY

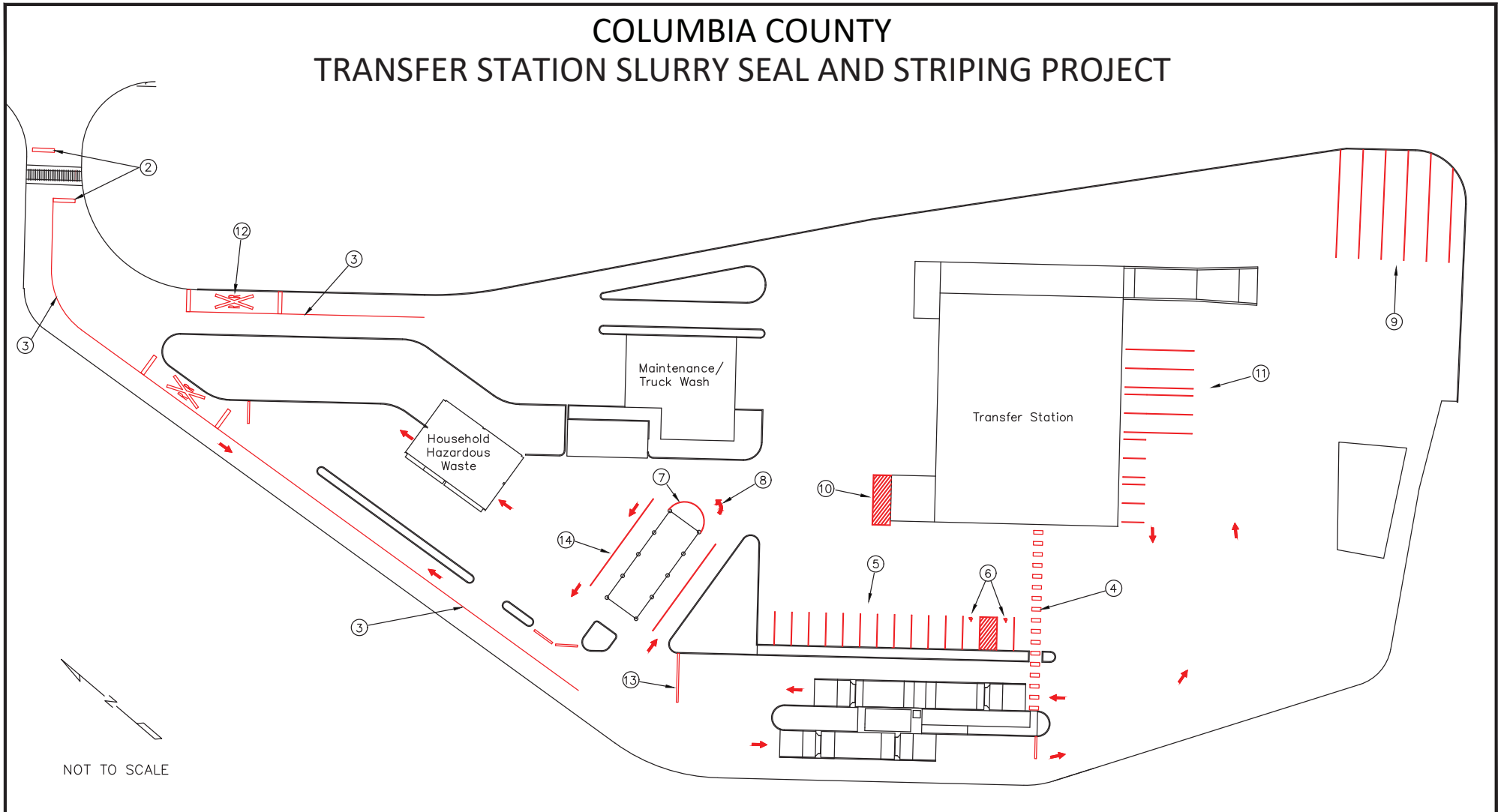
Approved as to Form: _____, 20____

By _____

Attorney-in-fact

By: _____

COLUMBIA COUNTY TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT




NOT TO SCALE

DATE	REVISION	BY	DRAFTER: SCOTT TOENIES	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT.	DATE	COLUMBIA COUNTY ROAD DEPT. TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT	SHEET
XX/XX	XXX	XX	CHECKER: GRANT DEJONGH		MARCH 2025		1
XX/XX	XXX	XX	REVIEWER: NAME				OF
XX/XX	XXX	XX	MANAGER: NAME				2
DRAWING LOCATION				Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215		PROJECT NO.	...11-25-A...
						STRIPING PLAN	

COLUMBIA COUNTY TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT

Construction Notes:

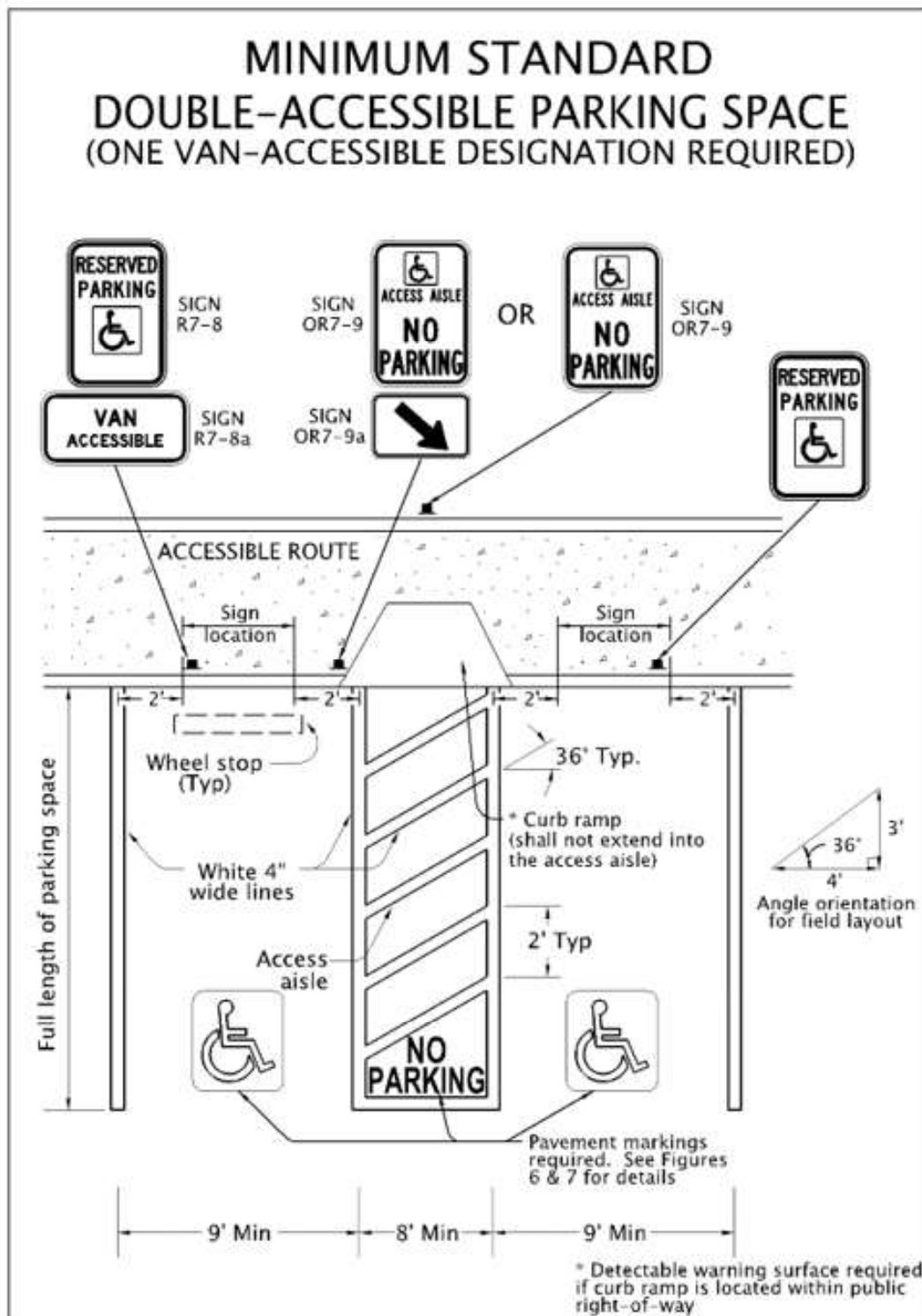
- ① All straight arrows shown on plan will be white preformed thermoplastic arrows, see ODOT Std. Drawing TM501 (SA). 14 total arrows.
- ② Railroad stop bars will be large 12' long preformed thermoplastic, see ODOT Std. Drawing TM503 (S-2).
- ③ Single 4" yellow stripe painted, maintaining 12' lanes on each side. Approximately 545' total length.
- ④ Install Staggered preformed thermoplastic Continental Crosswalk, 2' wide by 5' long white bars on 4' spacing.
- ⑤ Install fifteen (15), 9' wide by 18' long parking stalls. Lines shall be 4" white preformed thermoplastic. Install first line starting 9' offset from North West curb. (All stalls will be 9' wide.)
- ⑥ Install 2 thermoplastic handicap symbols. Install no parking striping between handicap spaces with white paint, 4" lines per ODOT Standards for Accessible Places.
- ⑦ Install 4" painted curved white line around North side of the recycling center, starting at the outside of the bollards. Radius will be about 11'. Approximately 32' long.
- ⑧ Install white preformed thermoplastic left turn arrow, see ODOT std. Drawing TM501 (LA).
- ⑨ Install five (5), 12' wide, 60' long trailer parking stalls. Lines shall be 4" white thermoplastic. Install first line starting 7.5' offset from south west curb.
- ⑩ Install 27' by 10' white painted hatching. Hatching should be with 4" lines and follow the same spacing as in note 6. Hatched area shall be in line with North East side of the building and extend about 2' past the South west side.
- ⑪ Install white thermoplastic stalls 10' wide, 2 for each bay with a 3.5' buffer between bays. Offset lines 2.25' out from the building. The first 6 lines on the South West half of the building will be 12' long and the last 6 lines on the North East side of the building will be 37' long.
- ⑫ Install (2) railroad crossing markings 12' wide lanes, see ODOT Std. Drawing TM504 (RR).
- ⑬ Where noted, install white thermoplastic 1' wide by 26' long stop bar to include both lanes. All other stop bars that are not specified will be 1' wide by 12' long white thermoplastic stop bars. See ODOT Std. Drawing TM503 (S).
- ⑭ Install 4" wide white thermoplastic lines 60' long on both sides of the recycling center offset 10' from bollards.

DATE	REVISION	BY	DRAFTER: SCOTT TOENIES	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT.	DATE	COLUMBIA COUNTY ROAD DEPT. TRANSFER STATION SLURRY SEAL AND STRIPING PROJECT	SHEET
XX/XX	XXX	XX	CHECKER: GRANT REJONGH		MARCH 2025		2
XX/XX	XXX	XX	REVIEWER: NAME			OF	
XX/XX	XXX	XX	MANAGER: NAME			2	
DRAWING LOCATION				 Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215		PROJECT NO. ...11-25-A...	
CONSTRUCTION NOTES							

Traffic-Roadway Section

Standards for Accessible Parking Places

Figure 2: Double-Accessible Parking Space



Traffic-Roadway Section

Standards for Accessible Parking Places

Figure 6: Pavement Marking Stencil for an Accessible Parking Spot

PAVEMENT MARKING STENCIL

The diagram shows a wheelchair symbol centered within a rounded rectangular border. Dimension 'A' is the vertical height of the symbol, 'B' is the horizontal width, and 'C' is the thickness of the lines. A label 'Background' points to the area inside the border but outside the symbol.

Pavement Marking Background: Optional: Blue, Retroreflective

Pavement Marking Stencil: White, Retroreflective

LEGEND	DIMENSIONS (INCHES)						
	A	B	C	D	E	F	G
MINIMUM	28	24	3				
STANDARD	41	36	4				

The pavement marking stencil shall be used to designate an accessible parking area reserved for vehicles with DMV permits.

Traffic-Roadway Section

Standards for Accessible Parking Places

Figure 7: Pavement Marking Legend details for NO PARKING

