



MEMORANDUM

To: Board of County Commissioners
From: Grant DeJongh, Assistant Public Works Director
Cc: Michael Russell, Public Works Director
Tatum Flowers, Solid Waste Coordinator
Date: 4/21/2026

Subject: Transfer Station Slurry Seal and Pavement Marking Invitation to Bid #S-C00055-00016454

Action Requested

Approve and award CR Contracting LLC the Transfer Station Slurry Seal and Pavement Marking Bid #S-C00055-00016454.

Background

The transfer station bid includes a slurry seal, a specialized paving technique, and pavement markings – including parking spaces, restricted areas, railroad crossings, turn arrows, and others – for the entire transfer station property. Paving and marking haven't been done in years, and this should last about seven years, which will improve the pavement and driving conditions at the Columbia County Transfer Station.

Analysis

The bid was released on March 31, 2026, and closed on April 15, 2026, which allowed reasonable time for bidders to consider the project prior to filling their summer schedules. There were two different bid schedules 1) Slurry Seal Application to be Completed on a Sunday 2) Slurry Seal Application to be Completed through Weekday Closure of Facility. The bid award amount is \$ 233,583.49.

Both bids were above the engineering estimate. Three items that came in notably higher than the estimate were mobilization, traffic control, and crack sealing. Mobilization is partially a factor of where the contractor is based – both bids were substantially outside Columbia County or the Portland metro area. Traffic control will be discussed at the pre-construction meeting to ensure that the solutions proposed are right-sized for the project. Finally, crack sealing is based on a per-linear foot cost and will be adjusted based on actual work units completed.

Despite these differences with the estimate, the overall low-bid is below the amount budgeted for this project.

Recommendation

Staff recommends the Board award CR Contracting LLC the Transfer Station Slurry Seal and Pavement Marking Bid #S-C00055-00016454 in the amount of \$233,583.49.

Next Steps

Sign the contract and schedule a pre-construction meeting. Work starts this summer (2026).

Attachments

CR Contracting LLC Bid
2026 TS Slurry Seal Bid Tabulations

Agency Columbia County Public Works Department
Project Transfer Station Slurry Seal and Pavement Markings
Proj. No. ITB-S-C00055-00016454
Bid Opening Wednesday, April 15, 2026 - 2:00 PM

	Firm	Bid	Form	Sched.	Bond
1	CR Contracting, LLC	\$233,583.49	X	X	X
2	Pave Northwest, Inc	\$257,426.25	X	X	X
3					
4					

COLUMBIA COUNTY
Department of Public Works



ST. HELENS, OR 97051

1054 Oregon St.
Direct (503) 397-5090
Fax (503) 397-7215
publicworks@co.columbia.or.us
columbiacountyor.gov

CR Contracting, LLC
64435 Strickler Avenue
Suite 100
Bend, OR 97703

Pave Northwest, Inc
92678 Marcola Road
Marcola, OR 97454

Engineers Estimate

ITEM NO.	BID ITEM DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00		\$0.00	\$19,000.00	\$19,000.00
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	\$30,000.00	\$30,000.00	\$13,000.00	\$13,000.00		\$0.00	\$4,000.00	\$4,000.00
3	SLURRY SEAL CRACK SEALING	15,500	LF	\$3.47	\$53,785.00	\$3.48	\$53,940.00		\$0.00	\$0.60	\$9,300.00
4	SLURRY SEAL	14,108	SY	\$5.18	\$73,079.44	\$7.00	\$98,756.00		\$0.00	\$7.65	\$107,926.20
5	LONGITUDINAL PAVEMENT MARKING - PAINT - Yellow	545	LF	\$2.50	\$1,362.50	\$8.25	\$4,496.25		\$0.00	\$1.75	\$953.75
6	LONGITUDINAL PAVEMENT MARKING - PAINT - White	32	LF	\$3.75	\$120.00	\$8.25	\$264.00		\$0.00	\$1.70	\$54.40
7	LONGITUDINAL PAVEMENT MARKING - PAINT - No Parking Striping	435	SF	\$3.13	\$1,361.55	\$2.00	\$870.00		\$0.00	\$1.70	\$739.50
8	PAVEMENT LEGEND, TYPE B: Arrows	15	EACH	\$350.00	\$5,250.00	\$500.00	\$7,500.00		\$0.00	\$700.00	\$10,500.00
9	PAVEMENT LEGEND, TYPE B: Railroad Crossing	2	EACH	\$1,875.00	\$3,750.00	\$2,250.00	\$4,500.00		\$0.00	\$700.00	\$1,400.00
10	PAVEMENT LEGEND, TYPE B: Disabled Parking	2	EACH	\$312.50	\$625.00	\$600.00	\$1,200.00		\$0.00	\$700.00	\$1,400.00
11	PAVEMENT LEGEND, TYPE B: No Parking	1	EACH	\$250.00	\$250.00	\$500.00	\$500.00		\$0.00	\$700.00	\$700.00
12	PAVEMENT LEGEND, TYPE B	640	SF	\$12.50	\$8,000.00	\$10.00	\$6,400.00		\$0.00	\$15.00	\$9,600.00
13	LOSS OF REVENUE TO CLOSURE: 2 Days	1	LS	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00		\$0.00	\$26,000.00	\$26,000.00

\$233,583.49

\$257,426.25

\$0.00

\$191,573.85

Bidder	Method	Received Date	Received Time
CR Contracting LLC	FedEx	4/14/2026	10:35 AM
Pave Northwest, Inc	OregonBuys	4/9/2026	3:36 PM

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

[Handwritten signature of Anthony Romano]

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

[Handwritten signature of Linda Robins]

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.



[Handwritten signature of Sylvia Semerdjian]

By: Sylvia Semerdjian, Assistant Secretary





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



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.

A handwritten signature in black ink that reads 'Russell Davis'.

Signature

04/13/2026

Date

Russell Davis

Name

C.R. Contracting, LLC