



**CONTRACT DOCUMENTS**  
**BENTON COUNTY, OREGON**

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**NORTH ALBANY PARK RESTROOM**  
2800 Hillcrest Street  
Albany, OR 97321

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**Benton County Board of Commissioners**

**Patrick Malone, Commissioner**  
**Xanthippe Augerot, Commissioner**  
**Nancy Wyse, Commissioner**

**January 5<sup>th</sup>, 2024**

**Tomi Douglas**  
**Natural Areas Parks and Events (NAPE) Director**

**NORTH ALBANY PARK RESTROOM**

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## ADVERTISEMENT FOR BIDS

Benton County invites bids for the construction of a new four (4) unit/user restroom structure for North Albany Park.

### **BRIEF DESCRIPTION OF WORK TO BE PERFORMED**

The proposed work generally consists of furnishing all labor, equipment, materials, permits, and supervision for the construction of the North Albany Park Restroom located at 2800 Hillcrest St. in Albany Oregon per Contract Documents.

Plans, specifications, and bid documents will be available on **Friday, January 5<sup>th</sup>, 2024**, in the office of the Natural Areas Parks and Events (NAPE) Department, 110 SW 53<sup>rd</sup> Street, Corvallis, Oregon at no cost or viewed at <https://www.co.benton.or.us/rfps>. Bidders shall be responsible for checking the aforementioned website for any Addendums or clarifications to the bid documents. The Benton County Standard Provisions are posted on the Public Works Department page <https://www.co.benton.or.us/publicworks/page/information-and-standard-drawings/> and will be part of the final signed contract documents.

**A mandatory Pre-Bid Walkthrough will be held at 9:00AM (PST) Wednesday, January 17<sup>th</sup>, 2024**

**Location: North Albany Park, 2800 Hillcrest Street, Albany, OR 97321**

To be considered for award the following conditions must be met:

1) Bidders must prequalify in accordance with ORS 279C.430 and provisions of public contracting rules as adopted by Benton County at least two days prior to the date of the bid opening.

2) Bidders must be prequalified for the following work classes:

a) Buildings

Prequalification can be met by bidder submitting Oregon Department of Transportation prequalification or providing two (2) to three (3) examples of similar construction projects completed.

3) The Bid Proposal must be submitted on the prescribed form and shall contain a statement by the bidder that the bid complies with the provisions of ORS 279C.800 to 279C.870, and contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

- 4) The Contractor must be registered with the Oregon Construction Contractors Board and shall have the appropriate license necessary to perform the work under this bid, or the State Landscape Contractors Board in order for his/her bid to be considered on construction contracts.
- 5) The Bid Proposal must be accompanied by cash, cashier's check, certified check or bid bond payable to Benton County, Corvallis, Oregon, in an amount not less than ten percent (10%) of the total bid amount.
- 6) The CONTRACTOR shall, within two working hours of the date and time of the deadline when the bids are due to the COUNTY, submit to the COUNTY a disclosure of any first-tier subcontractor that will be furnishing labor or materials in connection with the public improvement and whose contract value is equal to or greater than:
  - a) Five percent of the total project bid or \$15,000, whichever is larger; or
  - b) \$350,000, regardless of the percentage of the total project bid.
  - c) The disclosure of first-tier subcontractors shall include:
    - (1) The name and address of each subcontractor;
    - (2) The registration number assigned to the subcontractor by the Oregon Construction Contractors Board if the subcontractor is required to have a certificate of registration issued by the board;
    - (3) The category of work that each subcontractor will perform; and the amount of the contract of the subcontractor.
- 7) Each bidder must identify whether they are a resident bidder as defined in ORD 279A.120.
- 8) **Return the entire contract and proposal documents.** Bid must be in writing, sealed, marked plainly as NORTH ALBANY PARK RESTROOM PROJECT, and received by Shane Galloway – Project Manager, Ari Annachi – Administrative Assistant, or Jennifer Ficek – Administrative Manager, Benton County Department of Natural Areas Parks and Events at 360 SW Avery Avenue, Corvallis, Oregon, 97333 by **2:00 p.m. PST local time on January 31st, 2024**, at which time the bids will be publicly opened and read.

**All bidders must submit a list of their first-tier subcontractors no later than 4:00 p.m. local time that same day.**

**Bids submitted after the date and time specified above shall not be accepted.**

Benton County reserves the right to reject any or all bids, to postpone the award of the contract for a period not to exceed thirty (30) days, and to accept that proposal which is in the best interest of the County.

Dated this 5th day of January, 2024

Benton County, Oregon

DocuSigned by:  
By Tomi Douglas  
BF22F0196E224F3...

Director of Natural Areas Parks and Events

PUBLISH: January 5<sup>th</sup>, 2024, Gazette Times and January 4<sup>th</sup>, 2024 Daily Journal of Commerce

## BIDDER'S INSTRUCTIONS CHECKLIST

**Bidder's attention is called to the following forms which must be executed in full as required:**

- A. BID FORM (S):** Each bidder shall complete the bid form(s). Prices must be shown in the spaces provided and must be expressed in both words and figures. Where conflict occurs, written or typed words shall prevail.
- B. BID BOND:** This form is to be executed by bidder and bidder's Surety. The amount of cash, certified check, cashier's check, irrevocable letter of credit or Bid Bond shall not be less than 10% (ten percent) of the total Bid amount.
- C. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM:** When the contract value is greater the \$100,000, this form must be submitted by the bid submission deadline or within two working hours of such submission deadline. If no subcontractors will be used, the bidder must indicate "NONE" on the disclosure form. Failure to submit this form will result in the bid becoming non-responsive and such bid will not be considered for award.
- D. DRUG TESTING PROGRAM CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate that bidder has an employee drug and alcohol testing program in place and will continue to keep the program in place throughout the duration of performing the Contract awarded.

The following forms are to be executed after the Contract is awarded:

- A. CONSTRUCTION CONTRACT:** This agreement is to be executed by the successful bidder.
- B. PERFORMANCE AND PAYMENT BOND:** Bonds are to be executed by the successful bidder and bidder's Surety Company and submitted at the time of the Contract is executed.
- C. PUBLIC WORKS WAGE CERTIFICATION Form:** This form is to be completed in accordance with state law and submitted with the every request for payment.
- D. CERTIFICATES OF INSURANCE:** Certificates are to be executed by the successful bidder and bidder's insurance companies and submitted at the time the Contract is executed.
- E. Other Bond:** If project is over \$100,000, CONTRACTORS AND SUB-CONTRACTORS shall file a \$30,000 Public Works Bond with the Construction Contractor's Board.

## **BID PROPOSAL**

**Benton County Natural Areas Parks and Events (NAPE)  
110 SW 53rd Street  
Corvallis, Oregon**

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in the proposal are those named herein, that the proposal is in all respects fair and without fraud, that it is made without collusion with any official or employee of the County, and that the proposal is made without any connection or collusion with any person making another proposal on this Contract.

The bidder further declares that he has carefully examined the Contract documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions of work involved, including the fact that the description of the work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract documents; and that this proposal is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this proposal.

The bidder agrees that if this proposal is accepted, he will, within seven (7) calendar days after notification of acceptance, execute the Contract with the County in the form of Contract provided by the County, and will, at the time of execution of the Contract, deliver to the County the performance bond and insurance certificates required by the Contract. The Contractor further agrees, to the extent of this proposal, to furnish all necessary labor, equipment and tools to meet the requirements of this Contract, within seven calendar days of receiving formal written notice to proceed from the County.

The bidder further agrees to complete construction of all work in all respects as set forth in the Special Provisions and certifies that all provisions of Oregon Law (ORS 279C.840), relating to prevailing wage rates, and all other applicable provisions of ORS 279A, B and C are incorporated in and shall be complied with in making this proposal. Contractor shall ensure all employees are paid not less than the specified minimum hourly rate of wage if the project is subject to the prevailing wage rate law. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

In the event the bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract documents, liquidated damages shall be paid to the County at the rate of Four Hundred dollars (\$400.00) per day until the work shall have been finished, as provided by the Contract documents. It is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the

work is not completed in a timely fashion. Sundays and legal holidays shall be excluded in determining days in default.

The bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract documents.

It is agreed that if the bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified performance bond within seven (7) calendar days after receipt of notification of acceptance of his proposal, then, in that event, the bid security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) deposited herewith according to the conditions of the Advertisement for Bids and Instructions to Bidders, shall be retained by the County as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the bidder shall fail or refuse to enter into the Contract for the said work and to furnish the performance bond as specified in the Contract documents. Bid security in the form of cash or a certified check shall be subject to the same requirements as a bid bond.

If the bidder is awarded a construction contract on the proposal, the surety who will provide the performance bond will be:

\_\_\_\_\_ whose address is:

\_\_\_\_\_  
(Site Address)

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

The name of the bidder who has submitted this proposal is doing business at:

\_\_\_\_\_  
(Site Address)

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Mailing Address) City, State, Zip

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

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

\_\_\_\_\_



\_\_\_\_\_  
(If sole proprietor or partnership)

In witness hereto the undersigned has set his (its) hand this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

(If corporation)

In witness whereof, the undersigned corporation has caused this instrument to be executed and its  
seal affixed by its duly authorized officers

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_

Contractor's Proposal

**CONTRACTOR'S PROPOSAL**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>DESCRIPTION OF ITEM</b>	<b>TOTAL PRICE (in figures)</b>
1.	Lump Sum (NTE)	Construction of turnkey restroom building.	_____
			_____dollars
			(written in words)
			Total _____

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM****PROJECT NAME & NUMBER:** NORTH ALBANY PARK RESTROOM PROJECT**BID SUBMITTAL DEADLINE:** 2:00 P.M. **DATE:** January 31, 2024**DISCLOSURE FORM SUBMITTAL DEADLINE:** 4:00 P.M. **DATE:** January 31, 2024

This form must be submitted no later than 4:00 p.m. on the same day the bids are due in the County Public Works Office. Any and all bids received after the bid submittal deadline, or for which this First-Tier Subcontractor Disclosure Form has not been received by 4:00 p.m. will not be considered and will be returned to the bidder.

List below the name, address, subcontract dollar value, category of work, Construction Contractor Board (CCB) registration or State Landscape Contractors Board (SLCB) license number if applicable, contact name and telephone number of each subcontractor that will be furnishing labor or materials with dollar value equal to or greater than:

- a) 5% of the total Contract price, but at least \$15,000 (including all alternates); or
- b) \$350,000 regardless of the percentage of the total Contract price.

**Note: You must enter "NONE", sign and submit the form if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed.)**

Firm Name	CCB/SLBC Number/Work Type
Address	Category of work
City, State, Zip	Subcontract Amount

Firm Name	CCB/SLBC Number/Work Type
Address	Category of work
City, State, Zip	Subcontract Amount

**NOTE: FAILURE TO SUBMIT THIS FORM BY THE 4:00 P.M. DISCLOSURE DEADLINE WILL RESULT IN A BID BECOMING NON-RESPONSIVE AND SUCH BID WILL NOT BE CONSIDERED FOR AWARD.**

Form Submitted By (Bidder Name): \_\_\_\_\_

Form Received in the County Public Works Office:

Time: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**Note: Unless otherwise stated in the original Invitation to Bid, this form shall not be faxed. It is the responsibility of the Bidder to ensure timely receipt of the Form by the Public Works Office.**

**EMPLOYEE DRUG TESTING PROGRAM  
CERTIFICATION FORM**

**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT NAME & NUMBER:** \_\_\_\_\_

ORS 279C.505(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The County's award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the County to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the County at any time upon the County's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The Contractor has provided each employee with a copy of the drug testing policy.

The County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The County shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

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

Printed Name, Title: \_\_\_\_\_

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
of \_\_\_\_\_ (hereinafter called the principal),  
as principal, and \_\_\_\_\_  
(hereinafter called the surety), are held and firmly bound unto:

Benton County, Oregon (hereinafter called the obligee) in the penal sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of  
which the principal and the surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the principal has submitted or is  
about to submit a proposal to the obligee on a Contract for:

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

NOW, THEREFORE, if the said Contract be timely awarded to the principal and the principal shall,  
within such time as may be specified, enter into the Contract in writing, and give bond, if bond is  
required, with surety acceptable to the obligee for the faithful performance of the said Contract,  
then this obligation shall be void; otherwise to remain in full force and effect.

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

\_\_\_\_\_  
(Seal)  
Principal

\_\_\_\_\_  
WitnessTitle

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Section C  
Contract Agreement

**BENTON COUNTY CONSTRUCTION CONTRACT**

In consideration of the covenants set forth below \_\_\_\_\_  
\_\_\_\_\_ referred to as CONTRACTOR and BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, acting by and through its Public Works Contracting Officer, hereinafter referred to as COUNTY, mutually contract as follows:

I) CONTRACTOR agrees and covenants with COUNTY that they will furnish all tools, equipment, labor, and material necessary to perform and complete in a good and workmanlike manner the following work: the design and construction of a new four (4) unit/user restroom structure for North Albany Park located at 2800 Hillcrest Street in Albany, Oregon.

CONTRACTOR agrees to complete the work by AUGUST 1, 2024.

II) That the advertisement for bid, the signed bid proposal, the bid unit price schedules, the bid proposal bond, the fully executed Contract, the fully executed performance bond, the Benton County Standard Provisions, the Oregon Standard Specifications for Construction, the Oregon Commercial and Specialty Building Code, the Special Provisions, and the plans are hereby referred to and by reference made a part of this Contract. All work shall be done according to the terms, conditions and requirements of said Contract Documents.

III) COUNTY agrees to pay CONTRACTOR as outlined in the attached bid proposal. Retainage shall be an amount equal to 5% of said progress payment until the work has been completed. If the project is over \$500,000, the CONTRACTOR shall fill out and submit Section E: Form of Retainage, in accordance with ORS 279C.560 and HB 2415, directing the COUNTY on how to manage the retainage. The Form of Retainage shall be submitted at the time the Contract is executed.

IV) This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

V) CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

- VI) Background Checks: In order to perform work in secure areas in COUNTY buildings, CONTRACTOR and their sub contractors will need to submit to a criminal background check and have a Criminal Justice Information System (CJIS) clearance (which requires an online test). This process shall be coordinated with the Project Manager. In addition, CONTRACTOR will notify COUNTY when any employee is no longer in compliance with the security provisions of this background certification.
- VII) CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.
- VIII) INSURANCE: The CONTRACTOR as specified in the Benton County Standard Provisions and any subcontractors shall maintain insurance acceptable to the COUNTY (Section E) in full force and effect throughout the term of this contract. Workers' Compensation Insurance: If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to ORS 656.001 to 656.794, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers. CONTRACTOR shall maintain this insurance throughout the period of this contract.
- IX) CONTRACTOR shall abide by the provisions of ORS 279A, B and C, incorporated by this reference. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.
- a) Status of Contractor: The parties intend that CONTRACTOR, in performing the services specified in this Contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.
  - b) CONTRACTOR will not be eligible for any federal social security, state worker's compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
  - c) If this payment is to be charged against Federal funds, CONTRACTOR certifies that he is not currently employed by the Federal government and the amount charged does not exceed his normal charge for the type of service provided.
  - d) COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

X) The CONTRACTOR shall:

- a) Make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in this contract
- b) Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this contract.
- c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation, or subdivision thereof, on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e) Demonstrate that an employee drug testing program is in place and shall remain in place for the duration of this contract.
- f) Ensure that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
  - i) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - ii) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; or
  - iii) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- g) If this contract is subject to the prevailing wage rate law per ORS 279C.836, and where the project is over \$100,000 the Contractor and SUB-CONTRACTORS must file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI, unless the project meets other exclusions identified in this section or ORS 279C.836. Contractor shall verify Public Works Bond filing for any subcontractors prior to starting work on the project.

XI) In the event CONTRACTOR or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this public improvement contract within 30 days after receipt of payment from COUNTY or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due



shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from COUNTY or from the contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**CONTRACTOR**

**BENTON COUNTY**

\_\_\_\_\_

Principal

By \_\_\_\_\_

Tomi Douglas  
NAPE Director and  
Contracting Officer

\_\_\_\_\_  
Name

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer I.D. Number or  
Social Security Number

Approved as to Form:

\_\_\_\_\_  
Contractor's Board Number

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

*CONTRACTOR - SIGN THE FOLLOWING AFFIDAVIT IF YOU ARE AN OWNER/OPERATOR BUSINESS.*

**AFFIDAVIT OF OWNER/OPERATOR BUSINESS**

CONTRACTOR declares that s/he does not currently employ, and will not employ any individuals for work under this contract during the term this contract is in force.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

## **SPECIAL PROVISIONS**

### SCOPE OF PROJECT AND GENERAL INFORMATION

North Albany Park is twenty-two (22) acres of land purchased by Benton County in 1970 with construction of the Park's original features and amenities taking place over the next few years. At the time, the North Albany area was rural in nature and simply an outlying area of Benton County. The features incorporated into North Albany Park at the time of development were typical of those found in County Parks with the emphasis on preserving open space and providing facilities catering to picnicking, imaginative play, and open play. In the late 1980's and early 90's, North Albany's residential population began to grow, and North Albany was annexed into the City of Albany in 1991. Since annexation, 1,600 new homes have been constructed in North Albany with several dense residential subdivisions constructed immediately adjacent to the Park boundaries. Today North Albany Park is completely surrounded by residences and residential subdivisions.

For questions regarding this RFP, please contact one of the below listed Benton County Natural Areas, Parks and Events (NAPE) representatives:

- Jesse Ott, Deputy Director [jesse.ott@bentoncountyor.gov](mailto:jesse.ott@bentoncountyor.gov)
- Shane Galloway, Project Manager [shane.galloway@bentoncountyor.gov](mailto:shane.galloway@bentoncountyor.gov) 541 760-3741
- Leanna Buck, Administrative Specialist [leanna.buck@bentoncountyor.gov](mailto:leanna.buck@bentoncountyor.gov) 541 766-6521

### Scope of Project and Location

General Contractor (GC) for the design and construction of a four (4) unit/user restroom facility located at 2800 Hillcrest St. Albany OR 97321. GC will be responsible for initiating project, securing permits and engineering information as needed, managing, and constructing a turnkey restroom structure with-in North Albany Park, Benton County OR.

### Pre-bid

A mandatory pre-bid walk through will be held **9:00AM PST on Wednesday, JANUARY 17<sup>th</sup>, 2024 at North Albany Park, 2800 Hillcrest Street, Albany, OR 97321.**

### Sub-contractors

All sub-contractors may attend pre-construction conference.

### Award

Award will be made to the lowest qualified bid for the project.

### Payment

Payment for the various items of work shall be made at the Contract unit prices or adjusted unit prices as set forth herein. Such payment shall constitute full compensation for all labor, tools, equipment, materials, permitting, and cleanup required for a complete operating project. All incidental items of work for a complete project for which pay items do not appear shall be included in the prices bid for the various other items to which they are incidental.

COUNTY and/or CONTRACTOR shall withhold 25% of amounts owed if certified payrolls are not submitted as required by BOLI.

#### Prevailing Wages

Prevailing wage rates are incorporated in this bid document by reference. Find those rates at: [http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml). At final contract signing, applicable rates on bid opening date will be included.

#### Completion Date

All work shall be completed by **AUGUST 1, 2024.**

#### Notification of Construction Schedule

The Contractor shall notify the Project Manager and NAPE Director of the date construction will begin at least five (5) days prior to that date. The Contractor shall also notify the inspector at least 48 hours prior to the re-commencement of construction after any temporary work halt.

#### Permits

CONTRACTOR shall be responsible for all permits.

#### Traffic Control

Traffic protection is the sole responsibility of the Contractor and shall be in accordance with MUTCD. The Contractor shall submit a signing plan prior to starting work.

The Contractor shall provide and maintain flaggers, barricades, and signs throughout the course of the project, as necessary, to warn the public at all times on right of way and easements affected by work operations.

#### Schedule Summary

- RFP Published – Friday, January 5<sup>th</sup>, 2024
- Mandatory Pre-Bid Walkthrough – 9:00AM (PST) Wednesday, January 17<sup>th</sup>, 2024
  - Location: North Albany Park, 2800 Hillcrest Street, Albany, OR 97321
- RFP Bids Due/Opened – 2:00PM (PST) Wednesday, January 31st, 2024
  - First-Tier Subcontractor Forms Due – 4:00PM (PST) Wednesday, January 31st, 2024
- Contract Awarded – February 2024
- Work Completed – August 1, 2024

## **TECHNICAL SPECIFICATIONS**

All work performed by the contractor shall conform to Oregon Commercial and Specialty Building Code respectively and any applicable provisions in the Oregon Standard Construction Specifications.

Section E  
Insurance Requirements

### EXHIBIT A – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included.** THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

---

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.
- Required by County       Not Required by County

---

**Commercial General Liability** insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
- If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
- Required by County       Not Required by County
-

**Automobile Liability** covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

- If this box is checked, the limits shall be \$1,000,000 per accident.
  - If this box is checked, the limits shall be \$5,000,000 per accident.
  - Required by County       Not Required by County
- 

**Property of Others in Transit (Cargo)** covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

- Required by County       Not Required by County
- 

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

**Certificate holder should be: Benton County Natural Areas Parks and Events (NAPE) Department, 110 SW 53rs Street, Corvallis OR 97333.** Certificates of Insurance can be e-mailed to NAPE Department, [bccontracts@bentoncountyor.gov](mailto:bccontracts@bentoncountyor.gov)

Contractor's Acceptance: see attached signature page Completed at County by: Vance M. Croney

**FORM OF RETAINAGE**

**(FOR PROJECTS OVER \$500,000)**

**BIDDER'S NAME:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**County Project Number:** \_\_\_\_\_

As of January 1, 2020, Oregon Law provides three options for managing retainage for construction projects over \$500,000 in value. As contractor for the above-named project, which is over \$500,000 in value, your firm may choose to either:

\_\_\_\_\_ (a) Deposit a bond, or securities or other instruments with the County or in a bank or trust company, and have no retainage withheld, as described in ORS 279C.560(4),

\_\_\_\_\_ (b) Have the County place the retainage as it is earned in an interest-bearing bank account, at no cost to you, and after completion you will receive all of the interest earned along with your retainage, pursuant to ORS 279C.560(5), or

\_\_\_\_\_ (c) Have the County place the retainage as it is earned in an interest-bearing escrow account, where you will be responsible for the costs of the escrow, and will receive the interest along with your retainage, *with the amount reduced by the fees charged by the escrow agent.*

If you do not choose option (a) or (b), then the default method required by the law under HB 2415 (2019) will be that the retainage goes into an escrow account as described in (c). You should be aware, however, that under option (c) it is possible that the escrow fees to be deducted could be as much as or greater than the interest earned on the retainage. There is no charge or deduction for option (a) or (b).

Please indicate the method your firm prefers for the retainage on this project by marking in the space provided next to the preferred option, and return this form to the County.

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

Printed Name, Title: \_\_\_\_\_

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



**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_

as principal, and \_\_\_\_\_

duly authorized to transact surety business in Oregon, as surety, are jointly and severally held and bound unto Benton County in the sum of:

\_\_\_\_\_

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

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain Contract, a copy of which is attached hereto, with Benton County, which Contract, together with the applicable Contract documents is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said Contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of the said Contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the applicable Contract documents, and shall indemnify and save harmless Benton County, the Benton County Board of Commissioners, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said Contract by the said Contractor or his subcontractors; and shall make payment promptly, as due, to all subcontractors and to all persons supplying to the Contractor or his subcontractors equipment, supplies, labor or materials for the prosecution of the work or any part thereof, provided for in said Contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from the Contractor or his subcontractors incurred in the performance of said Contract, and pay all sums of money withheld from the Contractor's employees and payable to the State Tax Commission pursuant to ORS 316; and shall pay all other just debts, dues and demands incurred in the performance of the said Contract and shall pay Benton County, such damages as may accrue to the County under said Contract and shall in all respects perform said Contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_ By: \_\_\_\_\_  
Surety attorney-in-fact

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

\_\_\_\_\_  
Principal

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

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

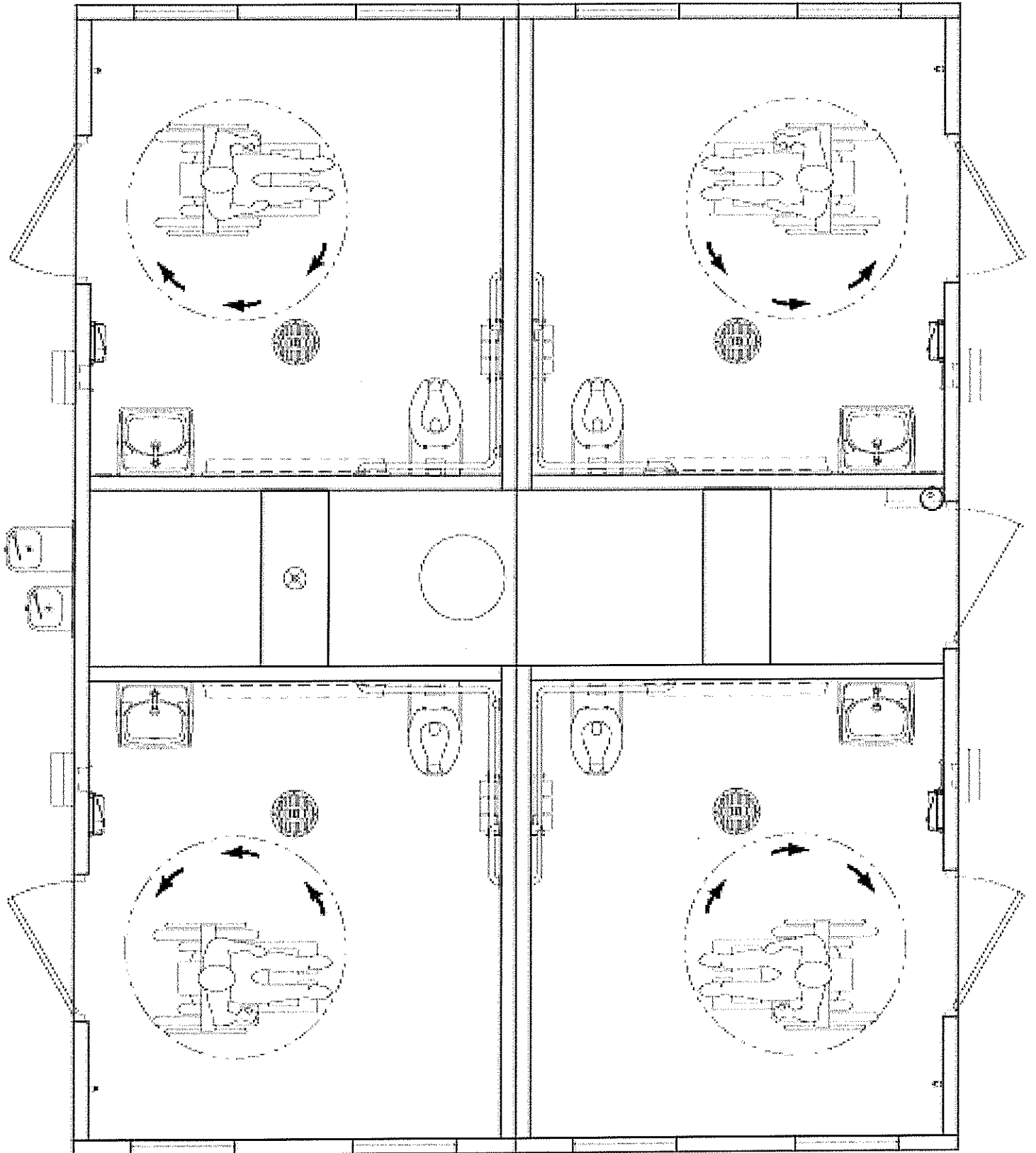
**STANDARD PROVISIONS:**

<https://www.co.benton.or.us/publicworks/page/information-and-standard-drawings>

**PREVAILING WAGE RATES:**

[http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml)

**CONSTRUCTION DRAWINGS: ATTACHED**



## GALLOWAY Shane

---

**From:** Clark, Christopher (PacifiCorp) <Christopher.Clark@pacificorp.com>  
**Sent:** Wednesday, August 17, 2022 2:43 PM  
**To:** GALLOWAY Shane  
**Subject:** W/O #8228721

**Categories:** Red Category

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Shane,

Sorry about the late response.

The transformer at North Albany Park FP #269280 would need to be replaced but it would be at Pacific Powers cost.

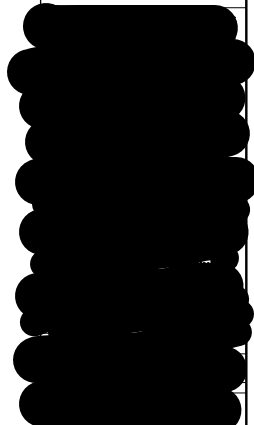
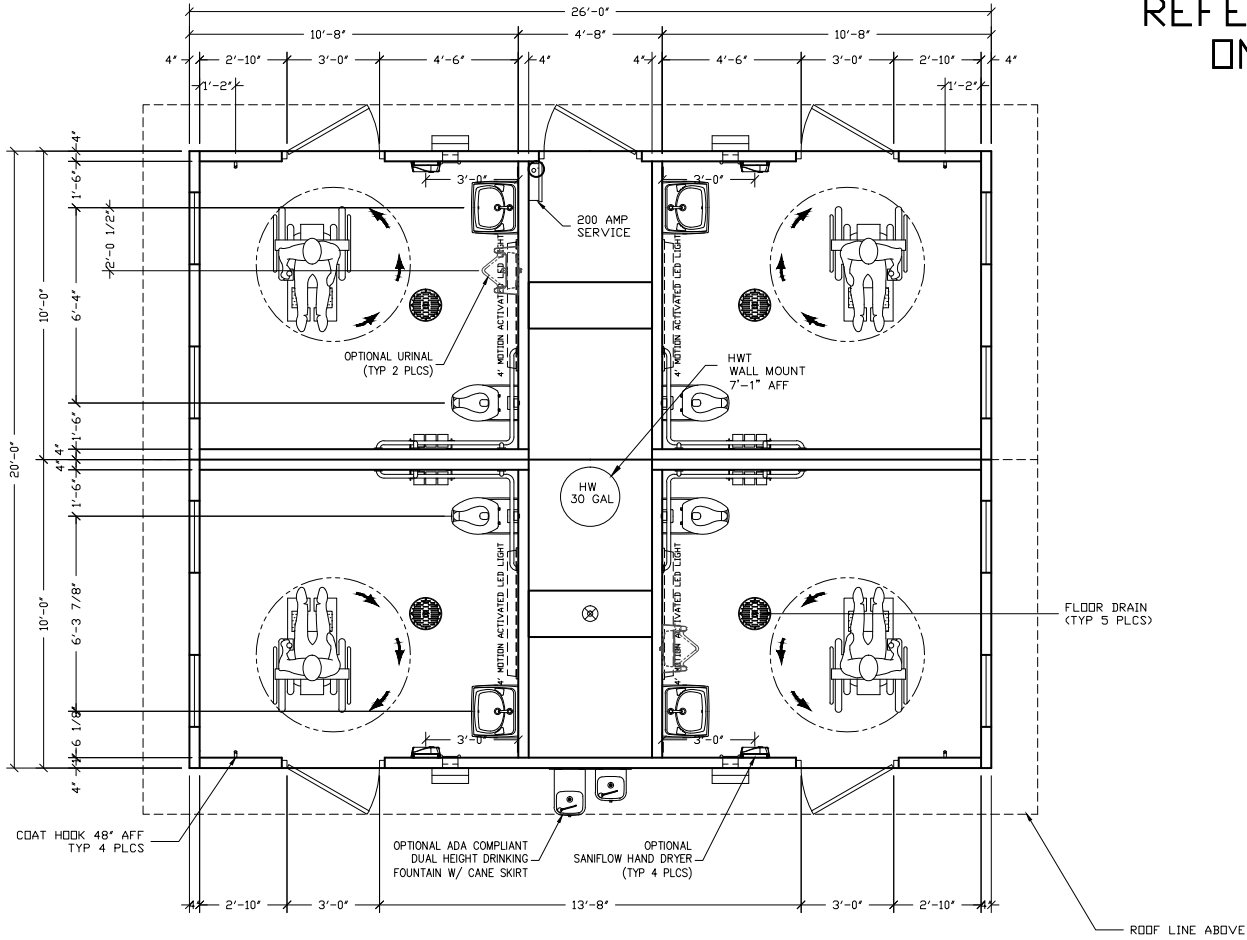
Did you have any other questions/ concerns?

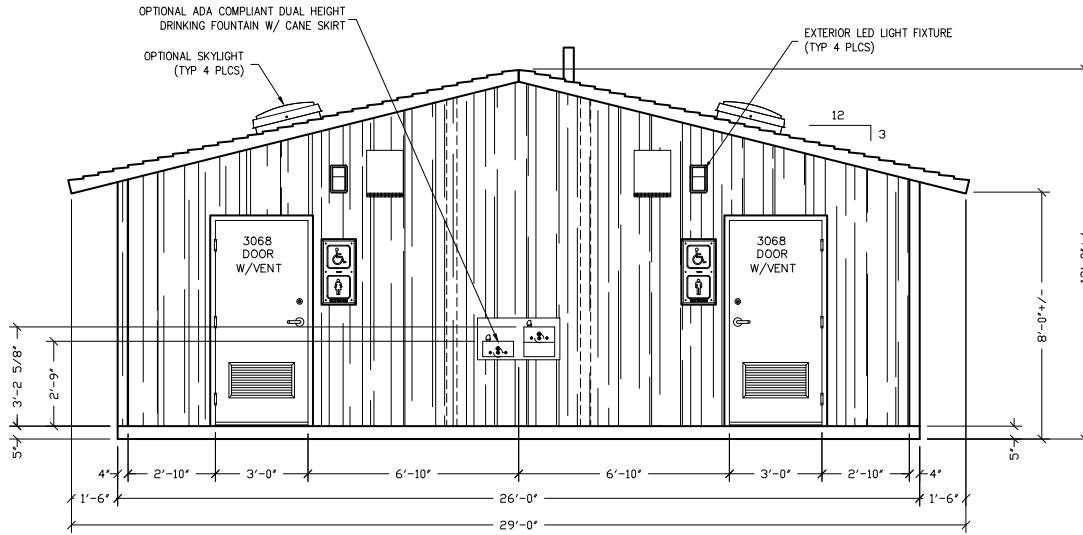
Chris Clark  
Journeyman Estimator  
Willamette Operations Center  
PO Box 248, Albany, OR 97321  
[Electric Service Requirements Manual](#)  
[Underground Manual](#)



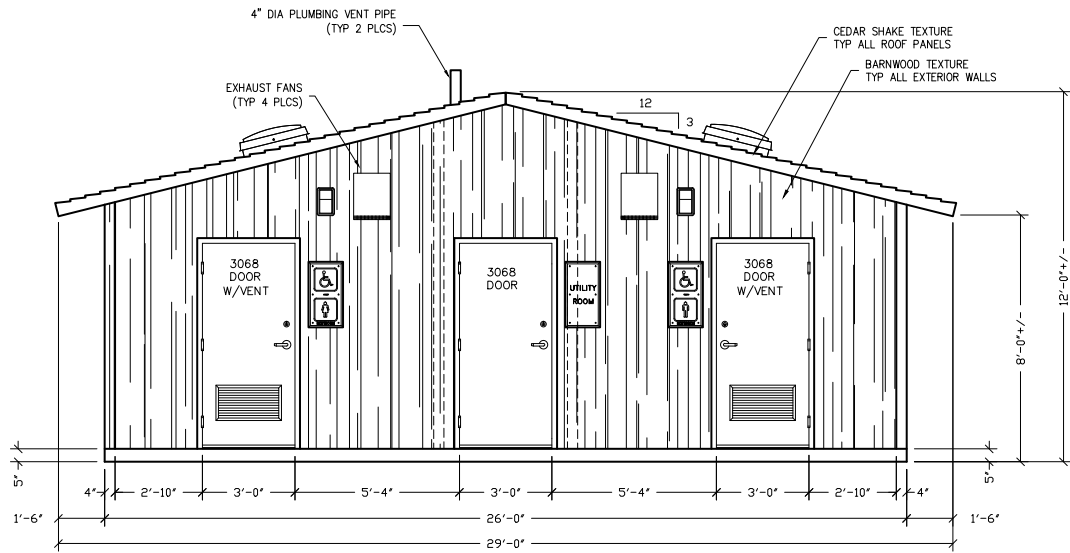
# Attachment A

FOR  
REFERENCE  
ONLY





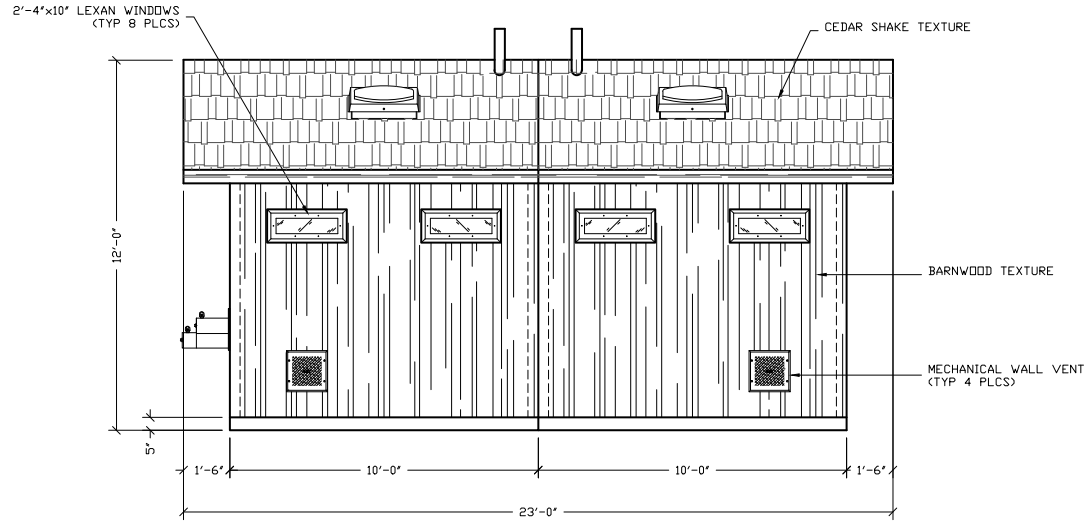
**FRONT ELEVATION**



**REAR ELEVATION**

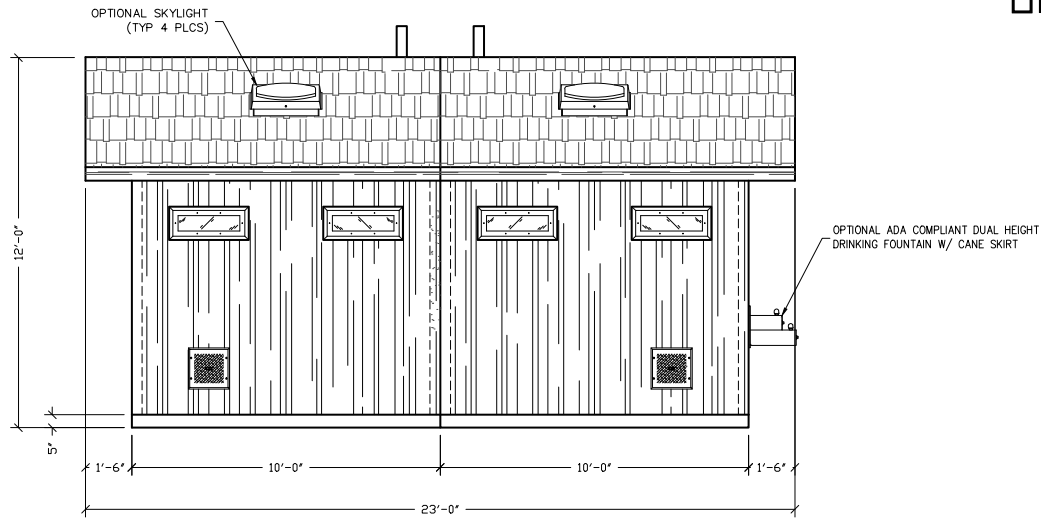
FOR  
REFERENCE  
ONLY

1000 W. Sullivan Bldg. #7 Spokane, WA 99216  
100 W. Parkway, Spokane, WA 99201  
CITY STANDARD DOCUMENTS  
Permitted. Reproduction or dissemination for other purposes  
is prohibited.

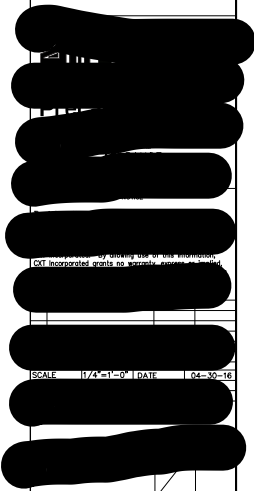


RH SIDE ELEVATION

FOR  
REFERENCE  
ONLY



LH SIDE ELEVATION







## North Albany Park Restroom

### HOW TO WALK THROUGH A MODEL....

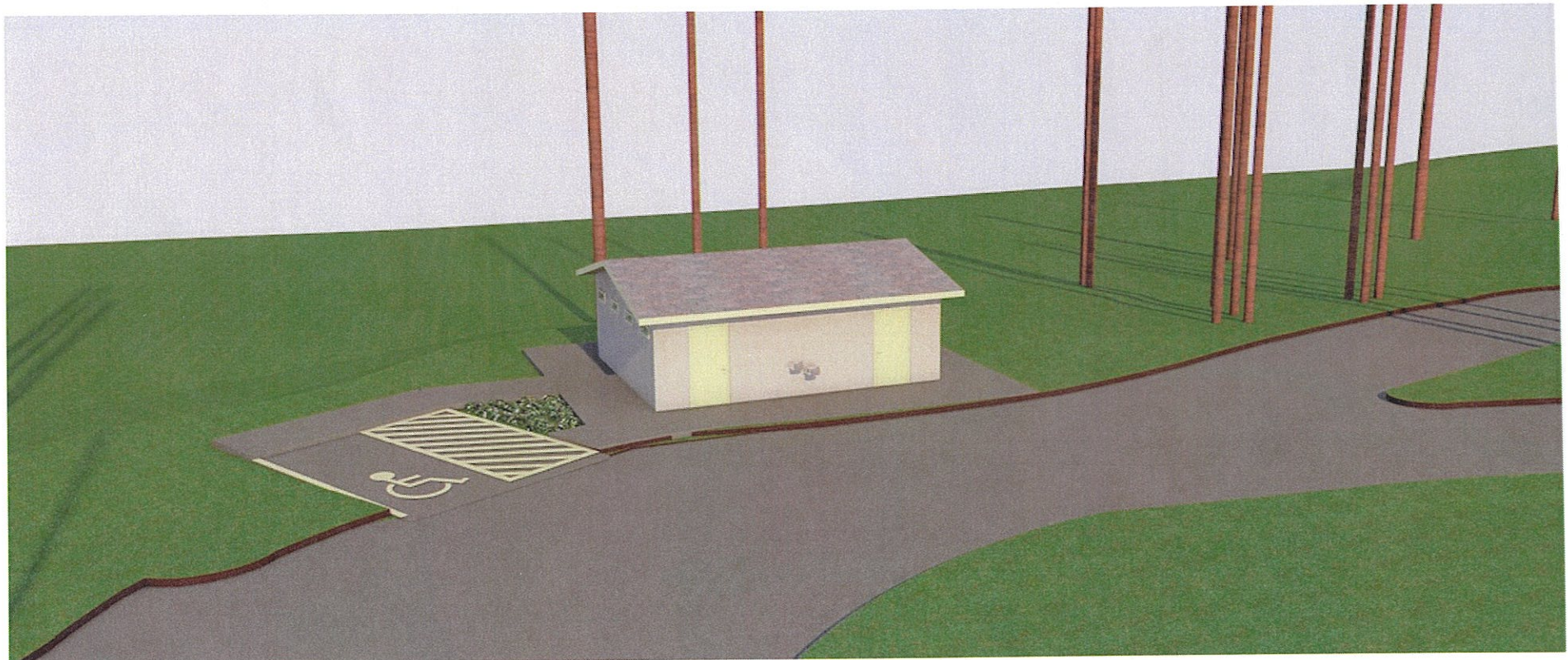
The model is best viewed on a touch screen device, but you can view them on a non-touch screen, like a laptop.

To view and walk-through the model, Click on BIMX Model link. Once open click on the player button (big arrow in the middle of the screen). You will then see a house icon with '3D' next to it. Double click on it. Use your mouse to look around and arrow keys to move forward, backward and to the side. Use the mouse/pad and arrow keys in combination to move through the model. For help in navigation, click the three dots and then click the '?' symbol. To move through different rooms, go through a door.

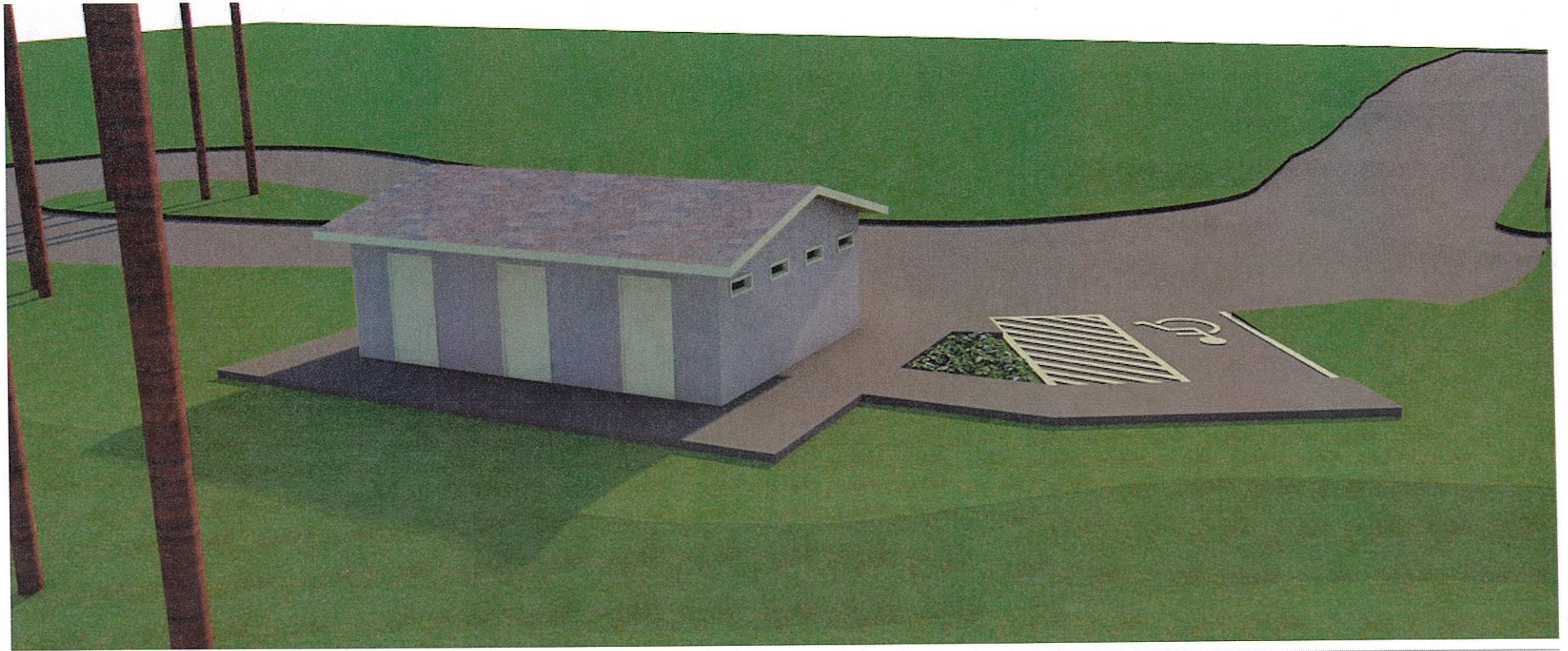
**Option 1 - 4/25/23**

[BIMX Model](#)

[Option 1 - 1/16" scale PDF](#)







Option 4 4/19/23

[BIMX Model](#)

[Option 4 - 1/16" scale PDF](#)

# STANDARD PROVISIONS



**Benton  
County**  

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**OREGON**

**PUBLIC WORKS DEPARTMENT**

*Revised 2017*

# BENTON COUNTY STANDARD PROVISIONS

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## ABBREVIATIONS

<b>AASHTO</b>	----- American Association of State Highway and Transportation Officials
<b>ACI</b>	----- American Concrete Institute
<b>AGC</b>	----- Associated General Contractors of America
<b>AIA</b>	----- American Institute of Architects
<b>AISC</b>	----- American Institute of Steel Construction
<b>AISI</b>	----- American Iron and Steel Institute
<b>ANSI</b>	----- American National Standards Institute
<b>APWA</b>	----- American Public Works Association
<b>ASCE</b>	----- American Society of Civil Engineers
<b>ASME</b>	----- American Society of Mechanical Engineers
<b>ASTM</b>	----- American Society for Testing and Materials
<b>AWPA</b>	----- American Wood Preservers Association
<b>AWS</b>	----- American Welding Society
<b>AWWA</b>	----- American Water Works Association
<b>DEQ</b>	----- Department of Environmental Quality
<b>EPA</b>	----- Environmental Protection Agency
<b>FHWA</b>	----- Federal Highway Administration
<b>ITE</b>	----- Institute of Traffic Engineers
<b>MUTCD</b>	----- Manual on Uniform Traffic Control Devices
<b>NEC</b>	----- National Electrical Code
<b>ORS</b>	----- Oregon Revised Statutes
<b>OSHA</b>	----- Occupation Safety and Health Administration
<b>ODOT</b>	----- Oregon Department of Transportation
<b>PCA</b>	----- Portland Cement Association
<b>SAE</b>	----- Society of American Automotive Engineers
<b>UBC</b>	----- Uniform Building Code
<b>UL</b>	----- Underwriter's Laboratories, Inc.
<b>WWPA</b>	----- Western Wood Products Association

## DEFINITIONS

### Acts of God

A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

### Advertisement

The public announcement (**notice to contractors**) inviting bids for work to be performed or materials to be furnished.

### Approved Equal

A product, component or process whose use in or on a particular project is specified as a standard for comparison purposes only. The "equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality and general configuration.

### Bid Bond

The approved security furnished by the contractor in the form of a cashier's check or the surety bond for bid guarantee.

### Bidder

An Entity that submits a Bid in response to an invitation to bid.

### Change Order

A written order approved by the County and issued by the Engineer or Project Manager to the Contractor, covering changes in the plans, specifications, or quantities within the scope of the Contract.

### Contract

The written agreement between the county and contractor including without limitation all contract documents, describing the work to be completed and defining the rights and obligations of the county and contractor.

### Contract Documents

The written agreement covering the performance of the work, the advertisement calling for bids, the proposal, instruction to bidders, Drug and Alcohol Policies, First Tier designations, plans, all specifications, addenda, permits, Contract, Contract bonds, Change Orders in the course of work, and any approved revisions made during the performance of the work to any of the above listed documents.

### Contract Bid Item

A specific unit of work for which a price or basis of payment is provided in the Contract.

### Contractor

The Entity awarded and entered into the Contract with the county pursuant to the solicitation.



Days

Days shall be defined as calendar days, including week days, weekends and holidays.

Electronic transmission

Written communication sent either by facsimile (FAX) or electronic mail.

Engineer

The County Engineer or an authorized representative.

Entity

Any of the following with legal capacity to enter into a contract: individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government agency, public corporation, or other legal or commercial organization.

Extra Work

New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a bid price or by combinations of such items.

Inspector

The authorized representative of the Engineer or Project Manager entrusted with making detailed inspections of the work or materials.

Notice to Proceed

A written notice to the Contractor from the Engineer or Project Manager authorizing the contractor to begin performance of the work and the date for final completion of the Contract.

ODOT Standard Specifications

The latest edition of the standard specifications document published by the State of Oregon entitled "Oregon Standard Specifications for Construction."

Performance Bond

The approved security furnished by the contractor or the contractor's surety as a guaranty of the contractor's performance of the contract.

Plans

The official plans, profiles, cross section, elevations, details and other working, supplementary and detail drawings, or reproductions thereof, signed by the Engineer or Architect, approved by the Project Manager, which show the location, character, dimensions and details of the work to be performed. Plans are a part of the Contract documents, regardless of the method of binding.

Proposal

The offer of the bidder to perform work at the unit prices quoted, submitted on the County's official proposal form, properly signed and guaranteed.

Specified

As used herein the word specified, or as specified, means as required by the Contract documents.

Standard Plans or Drawings

Details of structures, devices, or instructions adopted by the County as a standard and referred to in the Contract documents by title or number.

Standard Provisions

The current edition of the “Benton County Standard Provisions” published by Benton County Public Works Department, including the Oregon Standard Specifications for Construction.

Station

A distance measured horizontally along a surveyed centerline.

Subcontractor

An Entity with whom the Contractor contracts to perform a portion of the work.

Surety

The Entity that issues the bond.

Unit Price

A Contract item of work providing for payment based on a specified unit of measurement. For example: Lump sum, linear foot or cubic yard.

Utility

A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, and storm water not connected with roadway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

Work

That which is proposed to be constructed or performed under the Contract including the furnishing of all material, labor, supervision, tools, machinery and appurtenances necessary to complete the Contract.

## STANDARD CONTRACT PROVISIONS

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### *I. PROPOSAL REQUIREMENTS AND CONDITIONS*

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- A. Proposal Forms: The bidder shall submit their proposal on the form furnished to them. Proposals submitted on forms other than the one issued to the bidder will be disregarded. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the bidder. The bidder shall fill out all blanks in the proposal form as therein required. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In the case of discrepancy between unit prices and totals, the unit prices shall prevail.
- B. Modification of Proposal: Any bid may be modified at any time prior to the scheduled time for the opening of proposals, provided that an electronic transmission or written request is received by the Engineer or Project Manager prior to the scheduled opening. The request shall not reveal any bid price but shall state only the modification, so that the final prices and terms shall not be known until the proposal is opened.
- C. Withdrawal of Proposal: Any bid may be withdrawn at any time prior to, and not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing or electronic transmission, executed by the bidder or their duly authorized representative, for the withdrawal of such bid is filed with the Engineer or Project Manager. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new bid.
- D. Proposal Guarantee: Each proposal shall be accompanied by cashier's check, or bid surety bond made payable to Benton County in the amount equal to ten percent (10%) of the total amount of the proposal submitted. This amount shall be given as a guarantee that, if awarded the Contract, the successful bidder will execute the Contract and furnish a properly executed performance bond in the full amount of the Contract price within fifteen (15) days after notification that the bid has been accepted. The County reserves the right to retain the bid security of the three lowest bidders until successful bidder has signed and delivered the Contract and furnished a one hundred percent (100%) performance bond or other satisfactory assurance that the work under the Contract will be completed without any direct or indirect damage or liability to the County. Bid security of all except the three lowest bidders will be returned promptly after the canvas of bids. Bid security of the three lowest will be returned five (5) days after the Contract has been executed or other disposition has been made.
- E. Amount of Work to be Done: The quantities given in the bid document are approximate only, being given as a basis for the comparison of bids, and the County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of

any class or portion of the work, or to omit portions of the work, as may be deemed necessary or as directed by the Engineer or Project Manager.

- F. Examination of Plans, Specifications, Special Provisions and Site of Work: The bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications, and contract forms. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the special provisions, standard specifications, and the Contract. Bidders must satisfy themselves through their own investigations as to the conditions to be encountered.
- G. Interpretation of Contract Document: Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract documents should request of the Engineer or Project Manager, in writing, an interpretation thereof. Any interpretation or change in said Contract documents will be made only in writing, and a copy of such interpretation or change will be mailed, sent by electronic transmission or delivered to each person receiving a set of the documents. The County will not be responsible for any other explanation or interpretations of said documents.
- H. Familiarity with Laws and Regulations: Each bidder is responsible for all local, State and Federal laws and regulations relative to the execution of the work, the employment of labor, protection of public health, the protection of private property, right-of-way and access to the work, fire protection regulations and all other similar requirements. Bids will include a statement that provisions required by ORS 279C.830 will be complied with. The contractor shall indemnify, defend, and hold harmless the County and its representatives from liability arising from or related to the violation of terms and conditions of its contract and laws by those engaged in any phase of the work.
- I. Disqualification of Bidders: The bid(s) of a disqualified bidder may be rejected. Any of the following reasons is sufficient to disqualify a bidder:
1. More than one bid proposal is submitted for the same work by an Entity under the same or different name(s).
  2. Evidence of collusion among Bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.
  3. Any of the grounds for disqualification cited in ORS 270C.440.
  4. A bidder may be disqualified if the bidder has not been pre-qualified as required by ORS Chapter 279B or C.
  5. A bidder will be disqualified if they have:
  6. Been declared ineligible by the Commissioner of the Bureau of Labor and Industries (BOLI) under ORS 279C.860
  7. Not been registered (licensed) by the Oregon Construction Contractors Board (CCB) or been licensed by the State Landscape Contractors Board before submitting a bid (ORS 279C.365(1)(k), ORS 701.021, ORS 701.026, and ORS 671.530). The Bidder's registration number and expiration date shall be shown on the Bid Form, if requested. Failure to furnish the

- registration number, if requested, will render the Bid non-responsive and subject to rejection. (Not required on Federal-Aid projects.); or
8. Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

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## ***II. AWARD AND EXECUTION OF CONTRACT***

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- A. Award of Contract: The County reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in any proposal. The Contract award will be made by the County on the basis of that proposal, which in its sole and absolute judgment will best serve the interests at Benton County. The award of the Contract, if it is awarded, will be made within thirty (30) calendar days after the date of the bid opening.
- B. Execution of Contract: The Contract shall be signed by the successful bidder and returned, together with the Contract bonds, within fifteen (15) days, after the bidder has received notice that the Contract has been awarded.
- C. Failure to Execute Contract: Failure to execute a Contract and file acceptable bonds as provided herewith within fifteen (15) days, after the bidder has received notice that the Contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the Contract, the County may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the County may award the Contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder, to whom any such contract is so awarded, to execute the same, such bidders' guarantees shall be likewise forfeited to the County.
- D. Performance Bond: The successful bidder shall file with the County at the time of execution of the Contract, a performance and payment bond for the full amount of the Contract price. The surety company issuing the bond shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes the performance and payment bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond, which it covers.

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### ***III. SCOPE OF WORK***

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- A. **Intent of Contract**: The intent of the Contract is to provide for the construction and completion of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and incidentals required to complete the work in accordance with the plans, specifications and terms of the Contract. The Contractor shall perform all work in accordance with the lines, grades, typical cross sections, dimensions and other details shown on the plans or as modified by written orders of the Engineer or Project Manager and all other work determined by the Engineer or Project Manager as necessary for the proper performance and completion of the project.
- B. **Inconsistencies and Omissions**: Where inconsistencies exist between the special provisions and any other part of these documents, the special provisions shall govern. Any discrepancies, omissions or errors found in the Contract documents or differences between the site conditions and those indicated in the Contract documents shall be reported to the County immediately. The County will correct, in writing, such omissions or errors within a reasonable time.

Order of precedence: The Engineer or Project Manager will resolve any discrepancies between the County Standard Provisions and other documents in the following order of precedence:

1. County Special Provisions/Specifications
  2. Change orders
  3. County prepared and stamped drawings specifically applicable to the project and bearing the project title.
  4. County standard drawings
  5. Benton County Standard Provisions
  6. Oregon Standard Specifications for Construction
- C. **Alterations**: The County, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work. All such work shall be executed under the conditions of the original Contract, except that claim for extension of time and payment for extra work caused thereby shall be adjusted at the time of ordering such change. If work is deleted by change orders, the amount of the contract shall be adjusted at the time of ordering such change.

Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Contractor without prior written authorization by county.

In giving instructions, the Engineer or Project Manager may order minor changes in the work not involving extra cost and not inconsistent with the purpose of the work; but otherwise, except in an emergency endangering life or property, extra work or deductions from the work shall be performed only in pursuance of a written order from the County, signed or countersigned by the Engineer or Project Manager, or a written order from the Engineer or Project Manager stating that the County has

authorized the deduction, extra work, or change; and no claim for additional payment shall be valid unless so ordered.

If the work is reduced by alternations, such action shall not constitute a claim for damages based on loss of anticipated profits.

- D. Extra Work: The Contractor shall do extra work and furnish materials and equipment; therefore, as may be required in writing by the Engineer or Project Manager, but the Contractor shall do no extra work except upon written order from the Engineer or Project Manager, and in the absence of such written order the Contractor shall not be entitled to payment for such extra work. All bills for extra work shall be filed in writing with the Engineer or Project Manager. For such extra work the Contractor shall receive compensation at the prices agreed upon in writing or on a time and material basis.
- E. Contract Documents: The County will furnish to the Contractor, upon request and free of charge, three (3) copies of the Contract documents and three (3) sets of full-scale plans. The Contractor shall keep one copy of the documents and one set of plans on the job site in good order available to the Engineer or Project Manager.
- F. Detours: The Contractor shall construct and maintain detours including signing and traffic controls for the use of public traffic as provided in these specifications, or as shown on the plans or as directed by the Engineer or Project Manager.

At all street crossings, existing driveways, water gate valves, and fire hydrants, the Contractor shall make provisions for trench crossings for free access either by means of backfill or temporary bridges, as the Engineer or Project Manager may direct. Means shall also be provided whereby all storm and wastewater can flow uninterrupted in gutters or drainage channels. The Contractor shall provide notice to the appropriate parties contained in the County's Emergency Notification list regarding any delays or closures resulting from the Contractor's work. Detours used exclusively by the Contractor for hauling materials and equipment will be constructed and maintained by the Contractor at their expense.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for the use of public traffic, or the County may provide, maintain, or remove the detour and deduct the costs thereof from any payment due the Contractor.

- G. Final Cleaning Up: Before acceptance and final payment, the Contractor shall clean the roadway, worksites and all ground occupied by the Contractor-in connection with the work, of all rubbish, excess materials, false work, temporary structures, and equipment and all parts of the work shall be left in a neat and presentable condition.



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#### ***IV. CONTROL OF WORK***

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- A. Authority of the Engineer and/or Project Manager: The Engineer or Project Manager shall be the County's representative during the construction and observe the work in progress on behalf of the County. The Engineer or Project Manager has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Engineer or Project Manager shall also have authority to reject all work and materials, which do not conform to the Contract. To prevent disputes and litigation, the Engineer or Project Manager will, within a reasonable time after their presentation, make decisions, in writing, on all claims of the County or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract documents. The Engineer or Project Manager's written estimates and decisions shall be a condition precedent to any right to receive additional money under the Contract.
- B. Agency's Representatives: Representatives may be assigned to various portions of the work by the Engineer or Project Manager. It is understood that such representatives shall have the power, in the absence of the Engineer or Project Manager, to issue instructions and make decisions within the limitations of the authority of the Engineer or Project Manager. The authority of such representatives shall, however, be limited to the particular portion or phase of the work to which they are assigned and by the particular duties assigned to them.

Inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of the Contract or approve or accept any portion of the work. The inspector will have authority to reject defective material and to suspend work that is being improperly done.

- C. Inspection: The Engineer or Project Manager shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials used and employed, and the workmanship, are in accordance with the requirements and intention of these specifications. All work done and all materials furnished shall be subject to the Engineer or Project Manager's inspection and approval. In the event the Contractor elects to work on a Saturday, Sunday or Legal Holiday, the Contractor shall notify the Engineer or Project Manager in advance in order that inspection may be performed. The Contractor shall pay County's expense of providing such special inspection on a Saturday, Sunday or Legal Holiday.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill the Contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer or Project Manager and accepted or estimated for payment.

- D. Plans: The approved plans shall be supplemented by such working drawings as are necessary to control the work adequately. All authorized alterations affecting the

requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by Engineer or Project Manager's direction.

Working drawings for any structure shall consist of such detailed plans as may be required for the prosecution of the work, and are not included in the plans furnished by the Engineer or Project Manager. Working drawings shall be approved by the Engineer or Project Manager before any work involving these plans is performed. These plans will be subject to approval insofar as the details affect the character of the finished work, but other details of design will be left to the Contractor, who shall be responsible for the successful construction of the work.

It is expressly understood, however, that approval by the Engineer or Project Manager of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the various Contract items of work, and no additional allowance will be made therefore.

- E. Conformity with Plans and Allowable Deviations: Finished surfaces in all cases shall conform to the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans and working drawings, as may be required by the conditions of construction, will in all cases be determined by the Engineer or Project Manager and authorized in writing.
- F. Coordination of Plans, Specifications, and Special Provisions: These Standard Provisions, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In the case of a conflict between one or more of these documents, the order of precedence among the documents shall be (1) change orders, (2) special provisions, (3) County plans, (4) specifications exclusive of special provisions, and (5) standard specifications and (6) Oregon Standard Specifications for Construction; (7) all other contract documents not listed above.
- G. Interpretation of Plans and Specifications: Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the special provisions, the Contractor shall apply to the Engineer or Project Manager for such further explanations as may be necessary. These clarifications shall conform to the same as part of the Contract, so far as may be consistent with the original specifications; and in the event of any doubt or questions arising respecting the true meaning of the specifications, reference shall be made to the Engineer or Project Manager, whose decision thereon shall be final. In

the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct.

- H. Lines and Grades: Lines and grades shall be furnished by the Engineer or Project Manager unless stated otherwise. The Contractor shall give the Engineer or Project Manager no less than 48 hours notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in cases of their careless or unnecessary destruction or removal by the Contractor or their employees, such stakes, marks, etc., shall be replaced by the Engineer or Project Manager at the Contractor's expense. The Contractor shall be responsible for the transfer of the lines and grades as set by the Engineer or Project Manager to the finished work.
- I. Responsibility of the Contractor: The Contractor shall assume all responsibility for the work. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and machines necessary for the performance and completion of the project in accordance with the Contract.

The Contractor agrees that they are fully responsible to the County for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. Nothing contained in the Contract shall create any contractual relations between subcontractors and the County.

The County reserves the right to Contract for and perform other or additional work on or near the work under the Contract. Contractors working on the same project shall coordinate with each other as directed.

- J. Equipment: Equipment not suitable to produce the quality of work required will not be permitted to operate on the project.
- K. Existing Utilities: The locations of the existing major utilities are indicated on the drawings. Lines such as water, gas and sewer services may not be indicated. It shall be the sole responsibility of the Contractor to determine the exact location and depth of all major utilities shown on the plans and all minor lines, whether indicated or not as per ORS 757.557.

The Contractor shall notify utilities in accordance with the Oregon Utility Notification Center prior to commencing work, in order to give the utilities a reasonable opportunity to establish the location of facilities on site.

The Contractor shall cooperate with the owner of any utility facilities in removal, replacement, and relocation operations in order that services provided by those parties will not be unnecessarily interrupted.

- L. Protection of Survey Monuments: The Contractor shall not disturb permanent survey monuments, stakes, or bench marks without the consent of the Engineer or Project Manager. The Contractor shall notify the Engineer or Project Manager and bear the

expense of replacing any that may be disturbed without permission. Replacement shall be done by a registered land surveyor in the State of Oregon.

- M. Removal of Defective and Unauthorized Work: Work which has been rejected, shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement.

Any work beyond what is shown on the plans or established by the written authority of the Engineer or Project Manager will be considered unauthorized and will not be paid. Work so done may be ordered removed at the Contractor's expense. Failure on the part of the Contractor to comply with any order of the Engineer or Project Manager under these provisions, shall give the County the authority to have defective work remedied or removed and replaced at the Contractor's expense.

At the County's discretion, any defective work that is minor in nature and does not negatively impact the project, may be left in place; however, it shall not be eligible for compensation and may require deduction(s) in compensation.

- N. Maintenance of Work During Construction: The Contractor is responsible for all maintenance of the project site during construction unless otherwise stipulated in the contract documents.

All costs of maintenance work during construction shall be included in the unit price bid on the various pay items. The Contractor will not be paid an additional amount for maintenance work, unless otherwise specified.

If the Contractor, at any time, fails to comply with these provisions, the Engineer or Project Manager will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within twenty-four (24) hours, after receipt of such notice, the County may immediately proceed to maintain the project and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor at the rate of 200 percent of the County's actual force account costs.

- O. Dust Control: At all times during construction and until final completion and acceptance of the work, the Contractor shall prevent an air-borne dust nuisance by watering or other acceptable method as required by the Engineer or Project Manager, to treat the work site. The Contractor shall perform such treatment within two (2) hours after notification by the Engineer or Project Manager that the air-borne nuisance exists. If the Contractor fails to abate the nuisance within two hours, the County may order that the treatment of the site be done by others and all expenses incurred in the performance of this treatment shall be charged to the Contractor.
- P. Final Inspection: The Engineer or Project Manager will not make the final inspection until the work has been completed and the final clean up performed. Any defective work or material that may be discovered by the County before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall follow the provisions stipulated in Section IV. Paragraph M. of Defective and Unauthorized Work. Failure on the part of the Engineer or Project

Manager to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

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## ***V. CONTROL OF MATERIAL***

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- A. Source of Supply and Quality of Materials: All materials shall be new and of a quality equal to that specified, unless otherwise approved by County. At the option of the Engineer or Project Manager the source of supply of each of the materials shall be approved by County before the delivery is started.
- B. Defective Materials: All materials not conforming to the requirements of these specifications shall be considered as defective and, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer or Project Manager. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer or Project Manager made under these provisions, the County shall have authority to remove and replace defective material and to deduct the cost of the removal and replacement from any monies due or to become due the Contractor.
- C. Samples and Tests: Materials furnished by the Contractor may be tested by the County or its authorized representative, in accordance with commonly recognized standards of national organizations. The Contractor shall furnish, without charge, such samples of all materials as are requested by the Engineer or Project Manager. No material shall be used until it has been approved the Engineer or Project Manager. Samples will be secured and tested whenever necessary to determine the quality of material. Samples for testing local sources of material shall be taken by or in the presence of the Engineer or Project Manager. Promptly after the approval of the Contract, the Contractor shall notify the Engineer or Project Manager of the proposed sources of supply of all materials to be furnished by Contractor.

Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to County, of its readiness for inspection, and without the approval of County. Should any work be covered up without such notice and approval, it must, if required by the County, be uncovered for examination at the Contractor's expense.

- D. Trade Name and Alternatives: For convenience in designation on the plans or in the specifications, certain equipment, methods, or materials may be designated under a trade name, name of a manufacturer and/or catalogue information. The use of alternative equipment, methods, or material which is of equal quality and meets specifications will be permitted, subject to the approval of the Engineer and Project Manager, in accordance with the following requirement:

The burden of proof shall be on the Contractor to provide documentation as to the comparative quality and suitability of alternative equipment, methods, or materials.

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## **VI. LEGAL RELATIONS AND RESPONSIBILITY**

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- A. Laws to be Observed: Contractor, their employees, subcontractors and agents, shall comply with and keep fully informed of all federal, state and local laws, regulations, ordinances and orders which pertain to this contract. It is Contractor's responsibility to know which laws, regulations, ordinances and orders are applicable to this contract. Contractor shall protect and indemnify the County, the Engineer, and all of their officers and agents against any claim or liability arising from or based on the violation of any such law, regulation, ordinance or order, whether by Contractor or their employees. If any discrepancy or inconsistency is discovered in the drawings, specifications, or Contract for the work in relation to any such law, ordinance, regulation order or decree, the Contractor shall immediately report the same to the Engineer or Project Manager in writing.

The Contractor's attention is specifically directed to Chapters 279, 279A, B and C of the Oregon Revised Statutes, as amended which are incorporated by reference as a part of the Contract documents.

Pursuant to ORS 279C.505 Contractor shall:

1. Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Workers Compensation Fund from such contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor fails, neglects or refuses to pay promptly any entity's claim for labor or services that the entity provides to the Contractor or a subcontractor in connection with this contract as the claim becomes due, 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 pursuant to this contract.

1. Contractor shall employ no person for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires otherwise, and in such cases the contractor shall pay the employee at least time and a half pay for all overtime as specified in ORS 279C.520, as amended.
2. 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 or injury, to the employees of such contractor, of all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- B. Permits and Licenses: All permits, licenses, and inspection fees necessary for the prosecution and completion of the work shall be secured and paid for by the contractor unless otherwise specified.
- C. Assignment: Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:
1. The assignment request is made on the form provided by the County
  2. The Contractor secures the written consent of the Contractor's Surety to the assignment; and
  3. The Engineer or Project Manager approves the assignment.
- D. Subcontracting: The Contractor shall be held responsible for the sub-Contractor's work, which shall be subject to the provisions of the Contract and specifications.
1. Contractor shall comply with ORS 279C.370 First-tier subcontractor disclosure. This shall be identify the work to be subcontracted, the name of subcontractor and the description of each portion of the work to be subcontracted.
  2. Contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585, as amended.
  3. Where a portion of the work, which has been subcontracted by the Contractor, is not being prosecuted in a manner satisfactory to the county, the subcontractor shall be removed immediately on the requisition of the Engineer or Project Manager and shall not again be employed on the work.
- E. Other Contracts: The County shall have the right to let other Contracts be coordinated with this Contract. The Contractor shall cooperate with such other Contractors. Any matter of dispute shall be decided by the Engineer or Project Manager.
- F. Contractor's Responsibility for Worksite: Until the formal acceptance of the work by the County, the Contractor shall be responsible for the work and worksite and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, including but not limited to vandalism, whether or not arising from the execution of the work. The contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof except for such injuries or damages as are directly and proximately caused by



the County, its employees or agents. During periods of suspension of the work, the Contractor shall continue to be responsible for protecting and repairing the work.

G. Insurance:

1. The Contractor and its subcontractors shall maintain insurance acceptable to the County in full force and effect throughout the term of this contract.
2. It is agreed that any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor. The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide limits and coverages as specified in the contract.
3. Contractor agrees to deposit with the County, at the time the executed contract, Certificates of Insurance of Binders of Insurance if the policy is new or has expired, sufficient to satisfy the County that the insurance provisions of the contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the County during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work.
4. The procuring of such required insurance shall not be constructed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this contract.

H. Patents: The contractor shall assume all costs arising from the use of patented materials, equipment devices, or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the County, the Engineer or Project Manager, and their duly authorized representatives, from all lawsuits, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

I. Taxes and Charges: The Contractor agrees to withhold and pay any and all State or Federal taxes, Social Security charges, amounts due to the Workers Compensation Fund, any and all charges, fees, or sums connected with the work.

J. Wage Rates: The minimum wage rates applicable to the work are prescribed under the provisions of ORS 279C.800 through 279C.870 and laws amendatory thereto. The Contractor and all subcontractors shall file a copy of the Contractor's wage certification with the County and State and provide to County prior to each pay request. Copies of the current prevailing wage rates may be obtained from the Bureau of Labor of the State of Oregon (BOLI) and will be bound in the final contract documents.

K. Payment of Obligations: The Contractor shall promptly make payment for labor, materials, supplies, and provisions at such times that they become due and payable. The Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor has submitted to the County a signed Certification of Work

Completion and Acceptance form, satisfactory to the County, stating that so far as the Contractor has knowledge or information, all accounts for materials, labor, and incidentals in connection with the work have been paid in full.

- L. Public Safety and Convenience: The Contractor shall conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, the Contractor shall provide flaggers when needed or directed and shall maintain a means of access to all public and private properties.
1. Private residential driveways shall be closed only with approval of the Engineer, the Project Manager or specific permission of the property owner. The Contractor shall not interfere with normal operation of public transit vehicles unless otherwise authorized. The Contractor shall not obstruct or interfere with travel over any public street or sidewalk without approval. Where detours are necessary, they shall be maintained with a good surface and be clearly marked. The Contractor shall assure the safety of the public from open trenches and excavations with approved barricading techniques, which can be seen from a reasonable distance. At night where allowed, the Contractor shall mark all open work and obstructions by approved barricading and lighting means. The Contractor shall install and maintain all necessary signs, lights, flares, barricades, railings, ramps, stairs, bridges and facilities. The Contractor shall observe all safety instructions received from the Engineer, Project Manager or, governmental authorities but following of such instructions shall not relieve the Contractor from the responsibility or liability for accidents to workers or damage or injury to person or property.
  2. Emergency traffic such as police, fire and disaster units shall be provided reasonable access to and through the work area at all times.
  3. The Contractor shall be liable for any damages, which may result from failure to provide such reasonable access or failure to notify the appropriate authority.
- M. Personal Safety: The Contractor shall be responsible for conditions of the job site, including safety of all persons and property during performance of the work. Safety provisions shall conform to the applicable Federal, State, and local laws, ordinances and codes. The County reserves the right to stop work if a potential serious safety violation is observed. The duty of the Engineer or Project Manager to conduct construction reviews of the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in or near the construction site.
- N. Protection of Property: The Contractor shall continuously maintain adequate protection of all their work from damages and shall protect the County's property and the property of others from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract documents or caused by agents or employees of the County. He shall adequately protect adjacent property as provided by the law and in the Contract documents.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer or

Project Manager, is hereby permitted to act, at their discretion, to prevent such threatened loss or injury; and they shall so act, without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

- O. Indemnity: The Contractor shall hold-harmless, indemnify, and defend Benton County, its officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this Contract, except liability arising out of the sole negligence of the County and its employees. Such indemnification shall also cover claims brought against Benton County under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- P. Disposal of Materials: When any materials, including excess of unsuitable excavated earth or other roadway materials are to be disposed of outside the limits of the work, the Contractor shall first obtain permission in writing from the property owner of whose property the disposal is to be made and shall file a copy of such permission with the Engineer or Project Manager. Material shall also be placed in accordance with a County approved excavation and grading plan for each site to be utilized.
- Q. Guarantee and Correction of Defective Work: All work contained herein, shall be guaranteed for a period of one (1) year against defects in materials and workmanship that become evident within one (1) year after the date of the written notice from the Engineer or Project Manager recommending final acceptance of the entire project by the County. The Contractor also agrees to make, at their expense, repairs or replacements of any materials, systems or equipment in which the appearance of defects might cause future failures. Notwithstanding that the appearance of such defects at the time of discovery, have no effect on the operation of the equipment, systems, or claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the County. If the Contractor fails to make the repairs and replacements promptly, the County may do the work, and the Contractor shall be liable for the cost thereof.

The Contractor shall extend to the County, or cause to be extended to the County, all equipment, systems and material guarantees provided by manufacturers or suppliers that exceed the above one (1) year guarantee period.

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## ***VII. Prosecution and Progress***

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- A. Preconstruction Conference: A preconstruction conference will be scheduled by the County prior to commencement of any work. The meeting is to include, but not necessarily be limited to, representatives of the County, Engineer, Project Manager, Contractor, subcontractors and affected utility companies.
- B. Construction Schedules: At the preconstruction conference, the Contractor shall furnish the Engineer or Project Manager schedules of the expected progress of the work under the Contract. In the event the work performed does not correspond to the schedule, the Contractor shall submit a revised schedule when requested by the Engineer or Project Manager.
- C. Progress of the Work: The Contractor shall begin work within fifteen (15) days after the County has awarded the Contract unless otherwise notified and shall diligently prosecute the same to completion within the time limits provided in the Contract documents and specifications.

Should the Contractor begin work in advance of receiving notice that the Contract has been approved as provided above, any work performed by the Contractor in advance of the said date of approval shall be considered as having been done by them at their own risk unless said Contract is so approved.

- D. Contract Time: The Contract time, unless otherwise specified, will begin on the fifteenth day following the award of the Contract by the County. All work shall be completed within the number of calendar days specified, prior to a fixed completion date, as applicable. Calendar days shall be defined as every day of the year subject to the following exclusions:
1. Acts of God.
  2. Epidemics, quarantine restrictions, strikes, labor disputes, freight embargos and acts of the public enemy.
  3. Periods when the work is temporarily suspended upon written order of the Engineer or Project Manager.
- E. Temporary Suspension of Work: The Engineer or Project Manager shall have the authority to suspend the work wholly or in part, for such period as deemed necessary, due to unsafe conditions, unsuitable weather, or other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as deemed necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract. The Contractor shall immediately comply with the written order of the Engineer or Project Manager to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the County.
- F. Delays and Extensions: The County may grant extensions of time to the extent it finds reasonable and justified when the delay is due solely to causes beyond the

control of the Contractor and subcontractors and without any fault, negligence or participation by them.

Causes, which will be given consideration for an extension of Contract time, include, but are not limited to, the following:

1. Errors, changes or omissions in the plans, and/or specifications.
2. Failure of the County, its representatives and its other Contractors to act promptly in carrying out obligations and duties.
3. Failure of the County to submit the Contract and bond to the Contractor for execution.
4. Performance of extra work.
5. Court orders enjoining the prosecution of the project.
6. An act of the County not authorized by the Contract or permitted by law.

The County will not consider an extension of Contract time based on shortage or inadequacy of labor and equipment, negligence or fault of the Contractor, and other deficiencies, which are within the Contractor's control or responsibility.

If, in the judgment of the Engineer or Project Manager, insufficient force is being employed, or inadequate equipment and methods are used, or if progress is for any reason unduly delayed, the Engineer or Project Manager may instruct the Contractor in writing to increase the force or equipment, or adopt improved methods to expedite the work, and the Contractor shall heed and follow such instruction. Conformity to the Engineer or Project Manager's instructions shall not relieve the Contractor of any responsibilities under this Contract.

An extension of Contract time will be considered only if the Contractor has given written notice to the County of the cause of delay, and makes claim for such extension prior to the Contract completion date. The decision by the County of the term of any extension or denial thereof shall be final.

- G. Liquidated Damages: Should the contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, then the Contractor shall reimburse the County for the additional expense and damage for every day, Sundays and legal holidays excluded, that the Contract remains uncompleted after the date of completion provided by the Contract. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate stipulated in the Contract. The said amounts are hereby agreed upon as liquidated damages for the loss to the County on account of expense due to the employment of engineers, inspectors, and other employees after the expiration of the time for completion and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor; and the County is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Contract; and the Contractor and their sureties shall be liable for any excess.

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of the County's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the Contract.

- H. Conflicts, Errors and Omissions: The Contractor shall check and compare all plans prior to construction and notify the Engineer or Project Manager of any discrepancies or omissions in order to permit correction by the County. The Contractor shall immediately notify the Engineer or Project Manager of any hidden or unnoticed conditions encountered during the course of the work.
- I. Character of Workers: If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or Project Manager, appear to the County to be incompetent, act in a disorderly or improper manner, they shall be discharged immediately on the requisition of the Engineer or Project Manager. Such person shall not again be employed on the work.
- J. County's Right to do Work: If the Contractor should neglect to perform the work properly, the County shall notify the Contractor of the condition and take over and made good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.
- K. County's Right to Terminate Contract: If the Contractor declares bankruptcy or if they make a general assignment for the benefit of their creditors; or if a receiver should be appointed on account of Contractor's insolvency; or if, except in cases for which extension of time is provided, the Contractor should persistently or repeatedly refuse or should fail to supply enough properly skilled workers, proper equipment, or proper materials, or if Contractor should fail to make prompt payment to subcontractors, material vendors or for labor; or persistently disregard laws, ordinances, or the instructions of the Engineer or Project Manager; or otherwise be guilty of a substantial violation of any provisions of the Contract documents or any laws or ordinance, then the County, upon the certification of the Engineer or Project Manager that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is finished. If the expense of completing the Contract, including compensation for additional engineering, managerial, and administrative services, shall exceed such unpaid balance, the Contractor shall pay the difference to the County. The expense incurred by the County, as herein provided, and the damage incurred through the Contractor's default shall be certified by the Engineer or Project Manager.

The County reserves the right to terminate the Contract without recourse by the Contractor when the County judges it to be in its best interest. The work completed to date will be paid for at the Contract prices contained herein. The Contractor shall not be entitled to any additional compensation.

- L. Cleaning Up: Cleaning up shall be a continual process from the start of the work to final acceptance of the project. The Contractor shall, at all times, at their own expense, keep property, structure site, right of way, adjacent property, and the surfaces of streets, and roads on which work is in progress free from accumulations of waste material and rubbish caused by employees or by the work. Accumulations of waste materials that might constitute a fire hazard or public nuisance will not be permitted. Spill from the Contractor's or sub-contractor's vehicles and or equipment shall be promptly cleaned up. Upon completion of the construction, the Contractor shall, at their own expense, and to the satisfaction of the Engineer or Project Manager, remove all temporary structures, rubbish, and waste materials resulting from the Contractor's operations.

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**VIII. MEASUREMENT AND PAYMENT**

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- A. Measurement of Quantities: All work to be paid for at a Contract price per unit of measurement shall be measured by the Engineer or Project Manager in accordance with United States Standard Measures. Quantities for payment shall be based upon those given in the Contract and any written notice to the Contractor by the County changing or revising same to conform to any increase or reduction in the actual work required.

The quantities in the proposal and bid schedule are approximate only and prepared for the comparison of bids, and the County does not guarantee that the total amount of work will correspond with those quantities. . Payment will be made to the Contractor only for actual quantities of work performed and accepted and materials furnished in accordance with the Contract.

- B. Scope of Payment: The contractor shall accept the compensation as provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work agreed to under the Contract; Neither the payment for any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or materials.
- C. Payment and Compensation for Altered Quantities: When alterations in plans for quantities of work are ordered and performed, the Contractor shall accept payment in full at the contract unit price for the actual quantities of work done, except as otherwise provided in paragraphs of these specifications. No allowance will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.
- D. Extra Work & Force Account Work: When work is ordered by the Engineer or Project Manager, which cannot be classified under any of the items for which unit prices are established, it shall be paid for as extra work at the rate agreed to in writing between the Contractor and the County or such work may be done on a force account basis where the Contractor shall receive the actual cost of all labor, material and equipment furnished by them as shown by daily itemized reports of force account work done. To the actual costs above, amounts equal to a percentage of the actual costs will be allowed as follows.

Labor.....22 percent

Materials.....17 percent

Equipment.....17 percent

- E. Partial Payment: So long as the work contracted for is prosecuted in accordance with the provisions of this Contract, the Contractor will within the last five (5) days of each calendar month, submit a pay estimate with the proportionate value of the work done and of material furnished or delivered upon the site of the work up to the



25th of that month. The Contractor's estimate of work accomplished will be evaluated and verified by the County for payment submittal.

The amount of said estimate, after deducting five percent (5%) and all previous payments, shall be due and payable to the Contractor not more than fifteen (15) days after the last day of said month. The five percent (5%) deducted shall be withheld by the county to insure faithful completion of the work under the terms of the Contract documents and to provide a fund for the payment of any claims, which may accrue against the County because of some act or omission on the part of the Contractor.

Nothing contained in this article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with any of the provisions of the Contract documents. Payments that have been made are subject to review and correction on the final estimate.

- F. Final Payment: The Contractor shall notify the County when work is considered completed and the Engineer or Project Manager shall within fifteen (15) days, after receiving the notice, schedule a final inspection with the Contractor to determine whether there is work yet to be performed. After completion and acceptance by the County, the Contractor shall submit final payment request along with a signed Certification of Work of Completion that stipulates a release and waiver of all claims against the County arising from the contract and satisfactory evidence that all amounts due for labor, materials and other obligations have been settled. The Engineer or Project Manager within 30 days will evaluate the final pay request and authorize payment. The County shall pay the entire sum found to be due after deducting all previous payments and release all retainage due.