

TILLAMOOK COUNTY AND PIONEER WATERPROOFING COMPANY, INC.
PREVAILING WAGE RATE CONTRACT FOR CONSTRUCTION
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

This contract is entered into, in duplicate, by and between Tillamook County, a political subdivision of the State of Oregon, hereafter called "county", and PIONEER WATERPROOFING COMPANY, INC., hereafter called "contractor", for the project entitled "COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and County mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for services provided by contractor to county shall be in the amount quoted in the "Bid Form" which is the cost to county of Sixty-Three Thousand Two Hundred Seventy-Eight and 00/100 Dollars (\$63,278.00), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this project is October 31, 2021.
3. Contract documents
 - 3.1 The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1.1. This Contract;
 - 3.1.2. The Bid Form;
 - 3.1.3. The Invitation to Bid;
 - 3.1.4. The Performance Bond;
 - 3.1.5. General Conditions; and
 - 3.1.6. State and Local Public Contracting Provisions.
 - 3.2 The following contract documents are specifically incorporated herein by reference in their entirety:
 - 3.2.1. Oregon Prevailing Wage Rate Bulletin dated July 1, 2021.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to perform and complete the work herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the Contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the county, its agents or employees.
6. Contractor shall not permit any lien or claim to be filed or prosecuted against the county and shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to the performance of this contract. Contractor shall indemnify and save harmless the county from any claims, costs, damages or

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expenses of any kind, including attorney's fees and other costs and expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out and in consideration of the faithful performance of the work as set forth in the contract documents in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided in the applicable specifications and schedule of contract prices.

The parties mutually agree as follows:

8. MISCELLANEOUS

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

8.5 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

8.6 Notices

Any notice required or permitted under this contract shall be in writing and deemed given when:

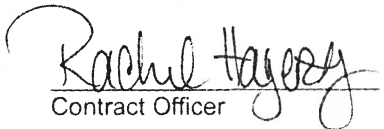
8.6.1. Actually delivered, or

TILLAMOOK COUNTY AND PIONEER WATERPROOFING COMPANY, INC.
PREVAILING WAGE RATE CONTRACT FOR CONSTRUCTION
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8.6.2. Three (3) days after deposit in the United States Mail, certified,
postage prepared, addressed to the other party at their last known
address.

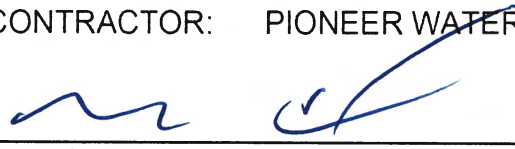
**ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR
SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO
ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY
REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR
APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.**

Approved as to form and content this 30th day of August, 2021.


Contract Officer

Dated this 2 day of September, 2021.

CONTRACTOR: PIONEER WATERPROOFING COMPANY, INC.


Mike Crawford
14830 SW 72nd Avenue
Tigard, OR 97224
503-232-9020
m.crawford@pioneerwp.com

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TILLAMOOK COUNTY AND PIONEER WATERPROOFING COMPANY, INC.
PREVAILING WAGE RATE CONTRACT FOR CONSTRUCTION
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

Dated this ____ day of _____, 2021.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Mary Faith Bell, Chair	____	____	____/____
_____ David Yamamoto, Vice-Chair	____	____	____/____
_____ Erin D. Skaar, Commissioner	____	____	____/____

ATTEST: Tassi O'Neil,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

Joel W. Stevens
County Counsel

**TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT**

SECTION 00030
BID DOCUMENTS
PART I (BID FORM)

Bid Closing: 1:00 p.m. on Friday, August 13, 2021
Bid Form Part I due at bid closing.

Bid Form Part II due not later than 3:00 p.m. on
Friday, August 13, 2021 (i.e., within two (2) working hours of the
above bid due date/time).
Submission location indicated on the Part II Bid Form.

Bid Opening: 1:05 p.m. on Friday, August 13, 2021

Submitted to: Tillamook County Board of Commissioners' Office, Attention:
Kelly Fulton, 201 Laurel Avenue, Tillamook, Oregon 97141

BID FORM

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$	\$ 275 ⁰⁰
2	Perform First Rilem Test	1	LS	\$	\$ 0
3	Pressure Wash/clean	1	LS	\$	\$ 5,510 ⁰⁰
4	Grind Out Mortar and Tuck point as needed	1	LS	\$	\$ 25,488 ⁰⁰
5	Brick Replacement as needed	75 Max	LS	\$	\$ 2,531 ⁰⁰
6	Clean all brickwork	1	LS	\$	\$ 2,500 ⁰⁰
7	Remove old caulking from windows and doors	1	LS	\$	\$ 0
8	Apply new caulking around all windows and doors	1	LS	\$	\$ 12,768 ⁰⁰
9	Apply Voc40 Sealer	1	LS	\$	\$ 14,200 ⁰⁰
10	Perform 2 nd Rilem test	1	LS	\$	\$ 0
TOTAL BID					\$ 63,278 ⁰⁰

Bid Form (Part I & II) not complete without all 4 pages.

NC Initials (same person with notarized signature on page 4 of this Bid Form)

**TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT**

I have examined copies of all Project Bid Documents and the following Addenda:

DATE: N/A
DATE: _____
DATE: _____

ADDENDUM # N/A
ADDENDUM # _____
ADDENDUM # _____

I certify that I will comply with the Prevailing Wage Laws as required in ORS 279C.800 to 279C.870 or 40 USC 276a.

I certify that I will comply with the Oregon Workers' Compensation Laws as required in ORS 656.017.


I certify that this company is a resident bidder, as defined by ORS 279A.120, of the State of Oregon.

I certify that this company has a valid certificate of registration with the Oregon Construction Contractors' Board. Registration No. 47820

I certify that I have not discriminated against minority, women or emerging small business enterprises in obtaining any required sub-contracts.

I certify that all sub-contractors performing work described in ORS 701.005(2) (i.e. construction work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the sub-contractors commence work under this contract.

I certify, under penalty of perjury, that I have complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon.

QUOTE BY:  Michael Crawford-Peris.
(Signature)

PIONEER WATERPROOFING Co. Inc.
(Company)

14830 SW 72ND AVE. TIGARD, OR. 97224
(Address, City, State, Zip)

503-232-9020
(Phone Number)

* Quote may also be called "Bid Schedule" elsewhere in Project documents.

Bid Form (Part I & II) not complete without all 4 pages.

mc Initials (same person with notarized signature on page 4 of this Bid Form)

**TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT**

SECTION 00040

BID DOCUMENTS

PART II (FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM)

In accordance with OAR 137-049-0360:

PROJECT NAME: COURTHOUSE NORTHERN AND EASTERN
EXPOSURE RESTORATION PROJECT

BID CLOSING: 1:00 p.m. on Friday, August 13, 2021

DISCLOSURE FORM

SUBMISSION DEADLINE: 3:00 p.m. on Friday, August 13, 2021 (i.e., within 2
working hours of the above bid due date/time)

This form must be submitted not later than the DISCLOSURE FORM SUBMISSION DEADLINE stated above. List below the name and category of work that each sub-contractor will be performing. List of all sub-contractors that will be furnishing labor or labor and materials that are required to be disclosed. Enter "NONE" if there are no sub-contractors that need to be disclosed. (IF NEEDED, ATTACH ADDITIONAL SHEETS)

NAME	CATEGORY OF WORK	VALUE OF SUB- CONTRACT
NONE USED.		

The above listed first-tier sub-contractor(s) are providing labor or labor and materials where a dollar value would be equal to or greater than:

- Five percent (5%) of the total contract price, but at least Fifteen Thousand Dollars (\$15,000) (including all alternates). If the dollar value is less than Fifteen Thousand Dollars (\$15,000), do not list the sub-contractor above, or
- Three Hundred Fifty Thousand Dollars (\$350,000) regardless of the percentage of the total contract price.

Bids which are submitted by bid closing, but for which the separate and sealed disclosure submittal has not been submitted by the specified deadline, are not responsive and shall not be considered for contract award!

Form Submitted by: PIONEER WATERPROOFING CO. INC.
(Bidder Name)

Bidder Signature (same as Part I Bid Form): [Signature]

Contact Name: MICHAEL CRAWFORD Phone: 503-232-9020

**TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT**

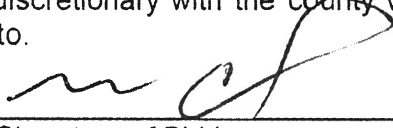
Deliver Form to: Tillamook County Board of Commissioners' Office
Person Designated to Receive Form: Kelly Fulton, Phone: (503) 842-3431
Owner's Address: 201 Laurel Avenue, Tillamook, Oregon 97141

Unless otherwise stated in the original solicitation, this document shall not be faxed. It is the responsibility of the bidders to separately submit this disclosure form and any additional sheets (if required), with the project name clearly marked, at the location indicated in the Invitation to Bid by the specified disclosure deadline. See invitation to bid for further details.

END OF BID FORM PART II

STATE OF Oregon)
COUNTY OF Washington)

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application and hereby authorizes Tillamook County to make any necessary examinations or inquiries in order to make a determination to the qualifications and responsibility of the bidder. The undersigned has examined all parts of the ITB and understands that it is completely discretionary with the county whether to accept or reject its bid submitted pursuant thereto.



Signature of Bidder

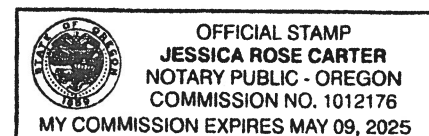
PRESIDENT

Title

Sworn before me this 9 day of August, 2021.

Jessica Rose Carter

Notary Public for the State of Oregon
My commission expires on May 9, 2025



**TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT**

**SECTION 00020
INVITATION TO BID**

GENERAL

1.1 STATEMENT OF WORK

1.1.1 This project consists of restoring the Northern and Eastern exposure masonry on the Tillamook County Courthouse. Work includes pressure washing, tuck pointing, brick replacement, removal of old caulking and re caulking around all windows and doors. Apply sealer from the top of the parapets to ground level.

1.1.2 Specifications:

1.1.2.1 Mobilize necessary equipment to the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook, Oregon 97141.

1.1.2.2 Access the work area by sixty-five (65) foot boom lift. Provide plywood protection for the boom lift to drive onto the landscaping.

1.1.2.3 Pressure wash/clean the Northern and Eastern exposure from the cement band directly below the parapets to ground level.

1.1.2.4 Before work begins, perform one Rilem test on both the Northern and Eastern exposure evaluate how the walls are currently absorbing water. When work is complete perform a 2nd Rilem test.

1.1.2.5 Work areas are defined as the Northern and Eastern building exposures. From the bottom of the parapet, including the cement band, to ground level. Totaling 8,195 square feet minus doors and windows.

1.1.2.6 Complete the following restoration activities on all work areas:

- a. Perform 1st Rilem test
- b. Pressure wash and if needed, clean with a restorative cleaner prior to the masonry work.
- c. As needed grind out the mortar one-half inch deep and tuck point it back with a close match mortar.
- d. As needed replace up to 75 damaged bricks with close match brick.
- e. Clean brickwork to remove any residue from the brick replacement and tuck-pointing process.
- f. Remove old caulking and replace with new caulking around all windows and doors on both Northern and Eastern building exposures.
- g. Perform 2nd Rilem test.

TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

- h. Apply sealer from the top of the parapets of the north and east exposure to ground level.

1.1.3 The project site is located at the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook, Oregon 97141. The project site is available for inspection by appointment only on Mondays through Fridays from 9:00 a.m. to 3:00 p.m. by contacting Kevin Jolly, Maintenance Supervisor, at 503-812-8769.

1.2 NOTICE TO BIDDERS

1.2.1 Sealed bids for this "COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT" will be received by the Tillamook County Board of Commissioners' Office, Attention: Kelly Fulton, 201 Laurel Avenue, Tillamook, Oregon 97141, no later than 1:00 p.m. on Friday, August 13, 2021. Bid opening will be conducted in the Nestucca Room in the basement of the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook, Oregon 97141. Bids will be publicly opened and read aloud at 1:05 p.m., Friday, August 13, 2021.

1.2.2 In accordance with state law, Tillamook County uses and incorporates portions of the Oregon Attorney General's Model Public Contract Rules (Oregon Administrative Rules, Chapter 137, Division 46 (Public Contracting), Division 47 (Procurements for Goods or Services) and Division 49 (Public Contracts for Construction Services).

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document. Bidder shall specify the minimum, if not exact, percentage of recycled paper in paper products or recycle product in products offered and both the post-consumer and secondary waste content regardless of whether the product meets what percentage of recycled material specified for recycled paper or recycled products in ORS 279A.010 and ORS 279A.125. For paper products the bidder shall also specify the fiber type. The contractor may certify a zero percent (0%) recycled paper or product.

1.3 PRE-QUALIFICATIONS

1.3.1 For the purpose of this project the county elects not to request pre-qualifications of bidders. The submittal of a bid bond, a performance bond and a public works bond shall be required as specified within the contract documents.

1.3.2 The contractor and all sub-contractors who will perform work on this project will not be required to be licensed under ORS 468A.720 for asbestos abatement.

1.4 PRE-BID CONFERENCE

1.4.1 There will not be a pre-bid conference for this project.

TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

1.5 BID SUBMITTAL REQUIREMENTS

- 1.5.1 No bid will be considered unless fully completed in the manner provided in the invitation to bid upon the bid form provided by the county and accompanied by a bid bond, cashier's check or certified check executed in favor of Tillamook County, Oregon, in an amount not less than ten percent (10%) of the total amount of the bid. Bid bonds will be accompanied by power of attorney bearing the same date as the bond. Bid bond, cashier's check or certified check to be forfeited as a fixed and liquidated damage should bidder neglect or refuse to enter into a contract and provide suitable bond for the faithful performance of the work in the event the contract is awarded to them. **FACSIMILE COPIES OF THE ABOVE-MENTIONED DOCUMENTS SHALL BE REJECTED.**
- 1.5.2 No bid will be considered unless the first-tier sub-contractor disclosure Form (Bid Form Part II) is submitted no later than 3:00 p.m. on Friday, August 13, 2021 to the bid submission location indicated above (i.e. within two (2) working hours of the scheduled bid due date and time). The lunch hour is not considered a working hour as related to first-tier subcontractor disclosure. It is the responsibility of the bidder to submit the disclosure form and any additional sheets, with the project name clearly marked, at the location indicated by the specified disclosure deadline. **FACSIMILE COPIES OF THE ABOVE-MENTIONED DOCUMENTS SHALL BE REJECTED.**

1.6 BID FORM

- 1.6.1 Bid form (Part I) includes any attachments that may be required with the bid form.
- 1.6.2 Bids shall be submitted on the forms provided by the county.
- 1.6.3 All blanks on the bid form shall be filled in by typewriter or manually in ink.
- 1.6.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid.
- 1.6.5 **BIDDER SHALL MAKE NO ADDITIONAL STIPULATIONS ON THE BID FORM NOR QUALIFY THE BID IN ANY OTHER MANNER.**
- 1.6.6 Each copy of the bid shall include the legal name of the bidder and shall be signed by the person or persons legally authorized to bind the bidder to a contract.
- 1.6.7 A bid submitted by an Agent shall have a current power of attorney attached certifying agent's authority to bind bidder.
- 1.6.8 **FACSIMILE TRANSMITTED BID FORMS SHALL BE REJECTED.**

TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

1.7 BID SECURITY

- 1.7.1 Each bid shall be accompanied with either a cashier's check, certified check or bid bond payable to Tillamook County in a specific amount not less than ten percent (10%) of the total proposed bid price.

Bid bond shall be furnished by a bonding company licensed to do business in the State of Oregon. Bid bond shall be accompanied by power of attorney bearing the same date as the bond. **FACSIMILE COPIES OF THE BID BOND AND POWER OF ATTORNEY FORM SHALL BE REJECTED.**

- 1.7.2 Security of the successful bidder to whom the contract is awarded will be returned when the bidder's formal written contract, performance and payment bond and certificate of insurance have been properly executed, delivered to and accepted by Tillamook County.

- 1.7.3 Tillamook County reserves the right to retain the bid security of the next two (2) lowest bidders until the low bidder enters into a contract with the county or until no more than forty-five (45) calendar days after the bid opening, whichever is shorter. Bid security of all other bidders will be returned as soon as practicable after the bid opening.

- 1.7.4 Any bidder with whom a contract is offered, who defaults in executing the contract or in furnishing the performance and payment bond and certificate of insurance within the time and in the manner required shall forfeit its bid security, in whole or in part, as liquidated damages, but not as a penalty, up to the full amount of the bid security or the difference between the low bid and the next acceptable bid, whichever is greater.

In addition, the County shall be entitled to payment for damages and expenses, including attorney fees, with or without action, to enforce the county's rights hereunder.

FACSIMILE TRANSMITTED OR FACSIMILE COPIES OF BID SECURITY SHALL BE REJECTED.

1.8 SUBMISSION OF BIDS

- 1.8.1 All copies of the bid, the bid security and any other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the county and shall be identified with the project name and the bidder's name and address.

- 1.8.2 If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

- 1.8.3 Bids shall be sent to/deposited at or received by the Tillamook County Commissioners' Office prior to the time and date for receipt of bids indicated in the invitation to bid for bids or any extension thereof made by addendum. Hand delivered bids shall be presented to: Tillamook County Board of Commissioners' Office, Attention: Kelly Fulton, 201 Laurel Avenue, Tillamook, Oregon 97141.

TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

- 1.8.4 Bids received after the time and date for receipt of bids (bid closing) will be returned unopened.
- 1.8.5 Bidders shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 1.8.6 Oral, telephone, facsimile or telegraph bids are invalid and will not receive consideration.
- 1.8.7 A bid may not be modified, withdrawn or cancelled by the bidder for forty-five (45) days following the time and date designated for the receipt of bids and bidder so agrees in submitting a bid.

1.9 ADDENDA

- 1.9.1 Addenda are written or graphic instruments issued by the county or engineer prior to the execution of the contract which modify or interpret the bidding documents, by additions, deletions, clarifications or corrections. Addenda will become part of the contract documents when the construction contract is executed.

1.10 ADDITIVE ALTERNATE BID

- 1.10.1 An additive alternate bid (authorized by the county, if any) is an amount stated in the bid to be added to the amount of the base bid if the county, in its sole discretion, elects to authorize the corresponding change in project scope or materials or methods of construction described in the bidding documents.

1.11 PREVAILING WAGE RATES

- 1.11.1 If this contract is for a public work subject to ORS 279C.800 to 279C.870:
 - 1.11.1.1 No bid will be received or considered by the county unless the bid contains a statement by the bidder as part of its bid that the provisions of ORS 279C.840 or 40 USC 276a are to be complied with.
 - 1.11.1.2 The successful bidder and all subsequent subcontractors shall comply with ORS 279C.845 wage rate requirements and produce appropriate certificates that they have complied.
 - 1.11.1.3 Oregon Prevailing Wage Rate Bulletin dated July 1, 2021 applies to this project.

1.12 RESIDENT BIDDER

- 1.12.1 Tillamook County will not consider a bid proposal unless it contains a statement as to whether a bidder is a resident bidder as defined in ORS 279A.120.

TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

1.13 CONTRACTOR REGISTRATION

1.13.1 Tillamook County will not receive or consider a bid proposal for a construction contract unless the bidder is registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

1.14 PUBLIC WORKS BOND

1.14.1 Before starting work, the contractor and sub-contractors shall each file with the Oregon Construction Contractors Board (CCB) and maintain in full force and effect, a separate public works bond, in the amount of Thirty Thousand Dollars (\$30,000) unless otherwise exempt, as required by Oregon Laws 2005, Chapter 360 and OAR 839-025-0015. The contractor shall verify subcontractors have filed a public works bond before the subcontractor begins work.

1.15 LOWEST RESPONSIBLE BIDDER

1.15.1 In determining the lowest responsible bidder, the county will utilize standards of responsibility as outlined in ORS 279C.375. This may include referencing the CCB website to determine "contractors not qualified to hold or bid upon public contracts or public improvement projects". The internet URL for the CCB home page is:

<http://www.oregon.gov/CCB>

Verification of current list information may be followed up with telephone contact with the CCB Office.

1.16 RIGHTS OF THE BOARD

1.16.1 It is the intent of the Tillamook County Board of Commissioners to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The Tillamook County Board of Commissioners shall have the right to waive informalities or irregularities in a bid received and to accept the bid which, in the board's judgment, is in the county's own best interests.

The county may reject any bid not in compliance with all prescribed public contracting procedures, requirements and other applicable laws including the requirement to demonstrate the bidders responsibility under ORS 279C.375(3)(b). The county may reject for good cause, any or all bids upon a finding of the county that it is in the public interest to do so.

1.17 EXISTING CONDITIONS AND DIMENSIONS

1.17.1 Field verify existing conditions prior to bid opening. Request clarification from the engineer for conditions found that are in conflict with information shown on the drawings or specified PRIOR TO BID OPENING.

TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

- 1.17.2 Field verify existing dimensions prior to bid opening. Do not scale measurements or dimensions from the drawings. Bid errors resulting from scaled measurements/dimensions shall be solely the responsibility of the bidder.
- 1.17.3 Field verify dimensions of new openings, new construction and new equipment/devices prior to ordering any material components subject to field dimensions. Successful bidder is responsible for dimensions which shall be confirmed and correlated at the project site for compatibility with project components intended to be a part of the work.
- 1.17.4 Failure to field verify existing conditions and new or existing dimensions by the bidder will not be reason to change the contract sum after award of a contract to the successful bidder.
- 1.17.5 Field verify existing structure materials prior to bid opening. Request clarification from the engineer for materials found that are in conflict with the information shown on the drawings or specified prior to bid opening. Bid errors resulting from failure to field verify existing structure materials shall be solely the responsibility of the successful bidder.
- 1.17.6 Failure to field verify existing conditions by the bidder will not be reason to change the contract sum after award of a contract to the successful bidder.

1.18 BIDDER'S REPRESENTATIONS

- 1.18.1 Each bidder, by making their bid, represents that they have read and understand **ALL** the bidding documents as outlined in the table of contents (Section 00010) and their bid is made in accordance therewith. The bidder, by making their bid represents that they have visited the site and familiarized themselves with the local conditions under which the work is to be performed. The bidder, by making their bid, represents that the bid is based upon the products, systems and equipment described in the bidding documents **WITHOUT EXCEPTIONS**.
- 1.18.2 Documents are available as specified herein. Neither the county nor engineer will be responsible for distribution of those documents. **CONTRACTOR IS ADVISED TO EXAMINE ALL PORTIONS OF THE DOCUMENTS AS THEY FORM THE CONTRACT.** Neither county nor engineer will be responsible for use by the contractor or sub-contractor of partial or incomplete sets of documents.

1.19 DISCREPANCIES AND AMBIGUITIES

- 1.19.1 Discrepancies between drawings and specifications, omissions, doubt as to meaning and other questions should be brought to the attention of the county or engineer not less than seven (7) days prior to bid opening and they will be answered by addendum addressed to all prime bidders of record. Questions received less than seven (7) days before the bid opening date cannot be answered by addendum.

TILLAMOOK COUNTY
COURTHOUSE NORTHERN AND EASTERN EXPOSURE RESTORATION PROJECT

- 1.19.2 Protests of bid specifications shall be presented, in writing, to the Tillamook County Counsel, 201 Laurel Avenue, Tillamook, Oregon 97141, at least seven (7) calendar days prior to the bid closing. No protests against the award because of the content of bid specifications shall be considered after this deadline. Any written protest shall include the reason(s) for protest and any proposed changes to the specifications.
- 1.19.3 All Addenda issued during time of bidding will be incorporated into the contract. NEITHER THE COUNTY NOR ENGINEER WILL BE RESPONSIBLE FOR ORAL INTERPRETATIONS. The engineer shall make all decisions regarding discrepancies between drawings and specifications, based upon the engineer's determination as to which of the contract documents represents the original intent.
- 1.19.4 Addenda will be issued to the prime bidders of record registered as signing for bid documents. Neither the county nor engineer will be responsible for the distribution of Addenda to sub-contractors.
- 1.20 PRODUCT SUBSTITUTIONS
- 1.20.1 Discussion of product substitutions is outlined in the project specifications, if applicable.
- 1.21 NOTICE OF INTENT TO AWARD CONTRACT
- 1.21.1 When a decision is made regarding to whom the county intends to award the contract, the county will provide written notice to all project bidders of the County's intent to award the contract in accordance with OAR 137-047-0610.
- 1.21.2 This notice shall constitute a final decision of Tillamook County, if no written protest of the notice of intent to award, if filed with Tillamook County at Tillamook County Counsel, 201 Laurel Avenue, Tillamook, Oregon 97141, within seven (7) calendar days of the date of this notice of intent to Award pursuant to local contracting rules.
- 1.22 INSTRUCTIONS FOR FIRST-TIER SUB-CONTRACTOR DISCLOSURE
- 1.22.1 The disclosure deadline for submission of the first-tier sub-contractor disclosure form is stated on the Bid Form (Part II): 3:00 p.m. on Friday, August 13, 2021 (i.e., within two (2) working hours of the scheduled bid due date and time). Submission location is indicated on the Part II Bid Form.
- The following is copied verbatim from OAR 137-049-0360:
- "Instructions for First-Tier Sub-contractor Disclosure."
- Bidders are required to disclose information about certain first-tier sub-contractors when the contract value for a public improvement is greater than One Hundred Thousand Dollars (\$100,000) (see ORS 279C.370). Specifically, when the contract amount of a first-tier sub-contractor furnishing labor or labor and materials would be greater than or equal to: (i)

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five percent (5%) of the project bid, but at least Fifteen Thousand Dollars (\$15,000), or (ii) Three Hundred Fifty Thousand Dollars (\$350,000) regardless of the percentage, the bidder must disclose the following information about that subcontract either in its bid submission, or within two (2) hours after bid closing:

The sub-contractor's name;

The category of work that the sub-contractor would be performing; and

The dollar value of the sub-contract. If the bidder will not be using any sub-contractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (SEE OAR 137-049-0360).

1.22.2 Submission. A bidder shall submit the disclosure form required by this rule either in its bid submission, or within two (2) working hours after bid closing in the manner specified by the ITB.

1.22.3 Responsiveness. Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of responsiveness. Bids that are submitted by bid closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsible and shall not be considered for contract award.

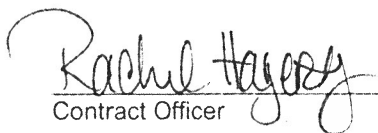
1.23 WORKERS' COMPENSATION INSURANCE

1.23.1 The successful bidder and all subsequent sub-contractors shall comply with ORS 656.017, Oregon Workers' Compensation Law and produce appropriate certificates that they have complied.

1.23.2 All subject employers working under this contract shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

END OF INVITATION TO BID

Approved as to form and content this 28th day of July, 2021.


Contract Officer

TILLAMOOK COUNTY AND PIONEER WATERPROOFING COMPANY, INC.
PREVAILING WAGE RATE CONTRACT FOR CONSTRUCTION
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GENERAL CONDITIONS

1. CONFLICTS

In case of conflict between the general conditions and the project specifications (also known as "special provisions"), the project specifications shall govern.

2. START OF WORK

- 2.1 The contractor is not authorized to go onto the property on which the work is to be done, nor move materials, equipment or workers onto that property, nor to start on-site work until the contract with the county is signed, the county sends the contractor written notice to proceed with the work and the contractor has filed the public works bonds required in the invitation to bid.
- 2.2 The contractor shall coordinate with the county's designated representative in accordance with the project specifications.

3. TIME OF COMPLETION

The contract completion date for this project shall be October 31, 2021.

Work that is anticipated to generate extensive noise, shall be conducted between the hours of 6:00 a.m. to 9:00 a.m., and 12:00 p.m. to 1:00 p.m., unless otherwise authorized by county.

4. DESCRIPTION OF WORK (also known as project special provisions or specifications)

Contractor shall execute details of the contract in accordance with the attached project specifications.

5. LIQUIDATED DAMAGES

If the contractor fails to have all the work completed by the contract completion date, the contractor shall be assessed liquidated damages. The actual cost to the public for the failure of the contractor to complete the work on time will be difficult and/or impractical to determine. Therefore, it is agreed the contractor pay the county, not as a penalty but as liquidated damages, Four Hundred Dollars (\$400) per calendar day for each day after the contract completion date until all of the contract work is completed.

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6. PROGRESS PAYMENTS

- 6.1 The contractor shall receive progress payments for the work completed at the end of each month; less a five percent (5%) retainage. Additional retainage of twenty-five percent (25%) of amounts earned will be withheld and released according to ORS 279C.845 when the contractor fails to file the certified statements required in ORS 279C.845.
- 6.2 Progress payments will be based upon estimates of the work completed, that are approved by the county's designated representative, as of the end of the month.
- 6.3 Progress payments will include payment for materials delivered to the site, but not incorporated into the work. To receive progress payments for these materials the contractor shall provide the County with statements or invoices by the supplier stating the type, quantity and cost of the materials. Progress payments shall not be considered acceptance or approval of any work or waiver of any defects therein.
- 6.4 Contractor requests for progress payments shall be in a format following the bid line items to facilitate project cost tracking.
- 6.5 The payments will be made within thirty (30) days after the receipt of the contractor's invoice. Monthly invoices shall be submitted simultaneously to:

Tillamook County Facilities Services
Attn: Kevin Jolly
201 Laurel Avenue
Tillamook, OR 97141

7. PERFORMANCE BOND

The successful bidder will be required to furnish a Performance and Labor & Material Bond in the amount of one hundred percent (100%) of the contract as security for the faithful performance of this contract and as security for payment of all persons performing labor under this contract and furnishing materials in connection with this contract. FACSIMILE COPIES OF THE ABOVE-MENTIONED DOCUMENTS SHALL BE REJECTED.

8. PUBLIC WORKS BOND

Before starting work, the contractor and sub-contractors shall each file with the Construction Contractors Board and maintain in full force and effect, a separate public works bond, in the amount of Thirty Thousand Dollars (\$30,000) unless otherwise exempt, under ORS 279C.836(7) or (8). The contractor shall verify sub-contractors have filed a public works bond before the sub-contractor begins work.

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9. LIABILITY INSURANCE

The contractor shall obtain and maintain such public liability and damage insurance as will protect the contractor for any and all claims for damage or personal injury, including death, which may arise from the operations under the contract. Such insurance shall provide coverage for not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a certificate of insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

10. RECYCLING

- 10.1 If the project proposal includes demolition, the contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective in accordance with ORS 279C.510(1).
- 10.2 If the project proposal includes lawn and landscape maintenance, the contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective.

11. WORK BY OTHERS

County's representative will track contractor progress. Details of county's representative involvement with the contractor are outlined in the project specifications.

12. WARRANTY

- 12.1 Contractor shall warrant all project work, labor and materials performed in accordance with these contract documents for one (1) year after the date of substantial completion of the work subject to the following, if applicable:
 - 12.1.1. Terms of an applicable special warranty required by the contract documents, or

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- 12.1.2. Extension of start of the one (1) year warranty time period based upon completion of portions of outstanding work to be completed after notice of substantial completion. The specific details of what comprises substantial completion shall be prepared and submitted by the contractor to the owner for approval/concurrence.

13. CORRECTION OF WORK

For any portion of project work found not to be in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the owner to do so unless the owner has previously given the contractor a written acceptance of such condition. Owner will give such notice promptly after discovery of the condition. The one (1) year warranty on such corrected work will begin when the correction has been made.

14. SCHEDULES & INSPECTIONS

- 14.1 All work is to be inspected during construction by the county's representative.
- 14.2 Schedules and inspections coordination with the county's representative shall be in accordance with the project specifications.

15. PERMITS

- 15.1 The contractor shall obtain and pay for all permits and connection fees pertaining to the construction of this project as required with the following exception:
- 15.1.1. The county has obtained the required environmental clearance permit for the project construction as outlined in the plans.
- 15.2 The contractor shall pay all other permit fees including utility connection fees and monthly invoices related to utilities usage for project work. See project specifications for more information.
- 15.3 All contractor paid permit and connection fees shall be incorporated into the Bid Form Part I Quote (except as noted above) under the general requirements bid item.

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STATE AND LOCAL PUBLIC CONTRACTING PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor.
2. The Contractor shall include in each sub-contract for property or services entered into by the contractor and a first-tier sub-contractor, including a material supplier, for the purpose of performing this contract:
 - 2.1 A payment clause that obligates the contractor to pay the first-tier sub-contractor for satisfactory performance under its sub-contract within ten (10) days out of such amounts as are paid to the contractor by the county under this contract; and
 - 2.2 An interest penalty clause that obligates the contractor, if payment is not made within thirty (30) days after receipt of payment from the county, to pay to the first-tier sub-contractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the sub-contract pursuant to ORS 279C.580. A contractor or first-tier sub-contractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier sub-contractor did not make payment when payment was due is that the contractor or first-tier sub-contractor did not receive payment from the county or contractor when payment was due. The interest penalty shall be:
 - 2.2.1. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - 2.2.2. Computed at the rate specified in ORS 279C.515(2).
 - 2.3 A provision requiring the sub-contractor to have a public works bond filed with the Construction Contractors' Board before starting work on the project, unless exempt.
 - 2.4 A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.
3. The contractor shall include in each of its sub-contracts, for the purpose of performance of such contract condition, a provision requiring the first-tier sub-contractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580(4) in each of its sub-contracts and to require each of its sub-contractors to include such clauses in their sub-contracts with each lower-tier sub-contractor or supplier.
4. If the contractor or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with a public contract, the

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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.

5. A dispute between the contractor and a sub-contractor relating to the amount of entitlement of a sub-contractor to a payment or a late payment interest penalty under a clause including in the sub-contract, pursuant to this section, does not constitute a dispute to which the county is a party. The county shall not be included as a party in any administrative or judicial proceedings involving such a dispute.
6. The rights, duties and obligations of the contractor, sub-contractors and county with respect to relations with the contractor shall be as set forth in ORS 279C.580 incorporated herein by reference.
7. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
8. Contractor shall not permit any lien or claim to be filed or prosecuted against the county on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
9. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
10. Contractor shall demonstrate to the county, within ten (10) days of receiving a notice of award, that contractor has an employee drug testing program pursuant to ORS 279C.505(2).
11. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
12. If the contractor or a first-tier sub-contractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public

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contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier sub-contractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580 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 contractor or first-tier sub-contractor on the amount due is nine (9) percent annum. The amount of interest may not be waived.

13. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
14. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, contractor shall pay the employee at least time and one-half (1 and 1/2) pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
15. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
16. This is a contract subject to prevailing wage rates. Contractor shall comply with the provisions of ORS 279C.840 to 279C.870. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. Every sub-contract shall contain a provision imposing the requirements of this program.
17. All employers including contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its sub-contractors complies with these requirements.

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18. All sums due the State Unemployment Compensation Fund from the contractor or any sub-contractor in connection with the performance of the contract shall be promptly paid.
19. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
20. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract or grant.
21. Various federal, state and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this contract. These agencies include, but are not limited to:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Natural Resources Conservation Service
- Defense, Department of
 - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - US Fish and Wildlife Service
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission

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LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

Pursuant to ORS 279C.525(1). If the successful bidder awarded the project is delayed or must undertake additional work by reason of existing regulations or ordinances of agencies not cited in the public contract or due to the enactment or new or the amendment of existing statutes, ordinance or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the public contracting agency may:

- 21.1 Terminate the contract;
- 21.2 Complete the work itself;
- 21.3 Use non-agency forces already under contract with the public contracting agency;
- 21.4 Require that the underlying property owner be responsible for cleanup;
- 21.5 Go out to bid for a new contractor to provide the necessary services under the competitive bid requirements of ORS 279C.335; or
- 21.6 Issue the successful bidder a change order setting forth the additional work that must be undertaken.