

TILLAMOOK COUNTY AND CHOWN HARDWARE
PREVAILING WAGE RATE CONTRACT FOR CONSTRUCTION
COURTHOUSE EXTERIOR DOOR REPLACEMENTS

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "county", and CHOWN HARDWARE, hereafter called "contractor", for the project entitled "COURTHOUSE EXTERIOR DOOR REPLACEMENTS", 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 Eighty Two Thousand Five Hundred Sixty and 25/100 Dollars (\$82,560.25), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this project is March 29, 2024.
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. General Conditions;
 - 3.1.3. Public Contract Provisions; and
 - 3.1.4. Bid Forms.
 - 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 5, 2023, as amended October 5, 2023.

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.

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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 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.

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- 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
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.
- 8.7 Breach
Contractor agrees to immediately notify county of any potential unauthorized breach, use or disclosure of data or information, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.


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 this 8th day of December, 2023.


Contract Officer

Dated this 14th day of December, 2023.

CONTRACTOR: CHOWN HARDWARE


Ahna Ward, CFO
333 NW 16th Avenue
Portland, Oregon 97209
971-373-1889
ahnaw@chown.com

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Dated this ____ day of _____, 2023.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

Erin D. Skaar, Chair

____ ____ ____/____

Mary Faith Bell, Vice-Chair

____ ____ ____/____

David Yamamoto, Commissioner

____ ____ ____/____

ATTEST: Christy Biggs,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

William K. Sargent,
County Counsel

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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 March 29, 2024.

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. PROGRESS PAYMENTS

5.1 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.

5.2 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.

5.3 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.

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Progress payments shall not be considered acceptance or approval of any work or waiver of any defects therein.

- 5.4 Contractor requests for progress payments shall be in a format following the bid line items to facilitate project cost tracking.
- 5.5 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 Department
Attn: Kevin Jolly
201 Laurel Avenue
Tillamook, Oregon 97141

6. 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.

7. 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.

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8. RECYCLING

- 8.1 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).
- 8.2 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.

9. 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.

10. WARRANTY

- 10.1 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:
 - 10.1.1. Terms of an applicable special warranty required by the contract documents, or
 - 10.1.2. 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.

11. 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.

12. SCHEDULES & INSPECTIONS

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

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13. PERMITS

- 13.1 The county shall obtain and pay for all permits and connection fees pertaining to the construction of this project as required.

END OF GENERAL CONDITIONS

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PUBLIC CONTRACT 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's or surety's 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 contract for a public improvement within thirty (30) days after receipt of payment

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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 percent (9%) 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.

END OF PUBLIC CONTRACT PROVISIONS

Portland Showroom
 333 NW 16th Ave
 Portland, OR 97209

Toll Free Phone: (800) 547-1930
 Local Phone: (503) 243-6500
 Local Fax: (503) 243-6519

QTE ID: 302271

*** QUOTATION ***

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To: KEVIN JOLLY
 TILLAMOOK COUNTY FACILITY SERV
 201 LAUREL AVENUE
 TILLAMOOK, OR 97141

PO: Job: NORTH
 Phone No.: 503-842-3405

We are pleased to present the following quotation for your consideration.

Ship To:
 KEVIN JOLLY
 TILLAMOOK COUNTY FACILITY SERV

201 LAUREL AVENUE
 TILLAMOOK OR 97141

503-842-3405

Date: 11/13/23 10:57 AM Salesperson No.: 236 Ramiro Arreola

Line	Item #	Qty	U/M	Description
1	N45678*	1	EA	FOR NORTH DOOR HMFX FR 3/4X6/8 LHR 345XRIM P&D GALV 6X27 CUTOUT ELEC HINGE
2	N45678*	1	EA	FOR NORTH HMFX DR 3/4X6/8 LHR 345XQEL99 GALV 18GA HEMMED
3	262970	1	EA	NGP L-FRA100 CAB 6X27 LITE KIT
4	220544	1	EA	BMS 5X26X1/4" CLEAR TEMP GLASS
5	220661	1	EA	CHOWN 1/16X3/8X200' GLAZING TAPE
6	010930	1	EA	LCN 4040XP RWPA 689 CLOSER 1-6
7	046600	1	EA	VONDU 99EO US26D RIM DEVICE
8	056026	1	EA	SCH 20-057C 626 I/C RIM CYL
9	217414	1	EA	VONDU 114317-00 QELA CONV KIT
10	076870	1	EA	VONDU 990NL-R&V US26D TRIM
11	125014	1	EA	COMAC ETH4W-4545-626 4' LEAD
12	041860	2	EA	IVES 5BB1 4.5X4.5 32D NRP HINGE
13	000042	1	EA	SEALANT, ANCHORS, BACKERROD
14	000036	1	EA	SUB-CONTRACTED LABOR-NON-ELECT
15	000030	1	EA	MECH LABOR OR PREVAILING WAGE
16	000043	1	EA	PREVAILING WAGES PROCESSING

QTE ID: 302271

*** QUOTATION ***

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Date: 11/13/23 10:57 AM Salesperson No.: 236 Ramiro Arreola

Line	Item #	Qty	U/M	Description
17	000034	1	PG	CHOWN ENGINEERING/DETAILING
18	000073	1	EA	PROJECT MANAGEMENT
19				CUSTOMER TO HAVE ACCESS CONTROL CO. TERMINATE QEL DEVICE. NOTHING INCLUDED NOT CALLED OUT QUOTE TO BE REVISED AT TIME OF CONTRACT ACCEPTANCE. DUE TO VOLATILITY OF MATERIAL
20				ON SITE VISIT BEFORE ORDERING MATERIAL.

Total Amount 14851.89

(*) Items with asterisk are nonstock and not returnable.
Quotation good for 30 days.

Thank you for this opportunity to quote our products
and we hope we may be of service to you.

Sincerely,

Ramiro Arreola
503-243-6547

Portland Showroom
 333 NW 16th Ave
 Portland, OR 97209

Toll Free Phone: (800) 547-1930
 Local Phone: (503) 243-6500
 Local Fax: (503) 243-6519

QTE ID: 302251

*** QUOTATION ***

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To: KEVIN JOLLY
 TILLAMOOK COUNTY FACILITY SERV
 201 LAUREL AVENUE
 TILLAMOOK, OR 97141

PO:
 Job: COURTHOUSE DOORS
 Phone No.: 503-842-3405

We are pleased to present the following quotation
 for your consideration.

Ship To:
 KEVIN JOLLY
 TILLAMOOK COUNTY FACILITY SERV

201 LAUREL AVENUE
 TILLAMOOK OR 97141

503-842-3405

Date: 11/13/23 10:56 AM Salesperson No.: 236 Ramiro Arreola

Line	Item #	Qty	U/M	Description
1	N01560*	2	EA	CASAL 5/11X7/11 GA STOREFRONT DOUBLE DOOR SWING OUT, QEL DEVICES ON BOTH DOORS FOR ACCESS. BRONZE ANODIZED, GEAR HINGES, 6" RAILS, CONCEALED EXIT DEIVES 990NL PULLS, ATW8
2	145443	4	EA	LCN 4040XP RWPA 695 CLOSER
3	000042	1	EA	MATERIALS ANCHORS, SEALANT, BACKEROD
4	055435	4	EA	KEEDEX K-DLB DOOR LOOP 18"DURA
5	000034	1	PG	CHOWN ENGINEERING/DETAILING
6	000073	1	EA	PROJECT MANAGEMENT
7	000036	1	EA	SUB-CONTRACTED LABOR-NON-ELECT
8	000030	1	EA	MECH LABOR OR PREVAILING WAGE
9	000043	1	EA	PREVAILING WAGES PROCESSING
10				NOTHING INCLUDED NOT CALLED OUT DUE TO VOLATILITY OF MATERIAL ALL QUOTES WILL BE REVISED AT TIME OF CONTRACT ACCEPTANCE
11				CUSTOMER TO HAVE ACCESS CONTROL COMPANY TERMINATE NEW QEL DEVICE WITH MOMENTARY POWER TO ACTUATE.

