

TILLAMOOK COUNTY AND JM EXCAVATING, LLC
NON-PREVALING WAGE RATE CONTRACT FOR CONSTRUCTION
HUGHEY CREEK CULVERT EMERGENCY REMOVAL

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY a political subdivision of the State of Oregon, hereafter called "county", and , hereafter called "JM Excavating, LLC", for the project entitled "HUGHEY CREEK CULVERT EMERGENCY REMOVAL", 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 Forty-Four Thousand Five Hundred and 00/100 Dollars (\$44,500.00), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this project is September 15, 2022 .
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1 This Contract;
 - 3.2 General Conditions;
 - 3.3 Bid Form;
 - 3.4 Invitation to Bid; and
 - 3.5 Addendum No. 1.

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.

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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.

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.

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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 Termination

The contract may be cancelled at the election of the county for any willful failure on the part of the contractor to faithfully perform the contract according to its terms.

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 22nd day of August, 2022.


Contract Officer

Dated this 25 day of August, 2022.

CONTRACTOR: JM EXCAVATING, LLC


John Malcom
7705 Seattle Avenue
Bay City, Oregon. 97107
503-801-5599
malcom.10@live.com

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Dated this ____ day of _____, 2022.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

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

ATTEST: Tassi O'Neil,
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 bond 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. 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.

4. 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.

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.

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

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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.

- 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:

Public Works (Road)
503 Marolf Loop Road
Tillamook, Oregon 97141
503-842-3419
Pwinvoices@co.tillamook.or.us

6. 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.

7. PUBLIC CONTRACT PROVISIONS

- 7.1 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:
 - 7.1.1. A payment clause that obligates the contractor to pay the first-tier sub-contractor for satisfactory performance under its sub-contract

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within ten (10) days out of such amounts as are paid to the contractor by the county under this contract; and

- 7.1.2. 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:
 - 7.1.2.1. 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
 - 7.1.2.2. Computed at the rate specified in ORS 279C.515(2); and
- 7.2 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.
- 7.3 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 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.
- 7.4 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.
- 7.5 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.
- 7.6 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in

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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.

- 7.7 Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- 7.8 Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 7.9 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.
- 7.10 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 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 shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the contractor, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.
- 7.11 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

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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.

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. OREGON PERSONNEL LAWS

- 9.1 Contractor shall employ no person for more than ten (10) hours in any one 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.
- 9.2 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.
- 9.3 All employers working under the contract are subject employers who will comply with ORS 656.017.
- 9.4 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.

10. ENVIRONMENTAL AND NATURAL RESOURCE LAWS

- 10.1 Various federal, state and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the

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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

LOCAL AGENCIES:

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

- 10.2 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 county may:
- 10.2.1. Terminate the contract;
 - 10.2.2. Complete the work itself;

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- 10.2.3. Use non-county forces already under contract with the public contracting agency;
- 10.2.4. Require that the underlying property owner be responsible for cleanup;
- 10.2.5. Go out to bid for a new contractor to provide the necessary services under the competitive bid requirements of ORS 279C.335; or
- 10.2.6. Issue the successful bidder a change order setting forth the additional work that must be undertaken.

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
 - 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

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

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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.

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.

16. FEDERAL GRANT FUNDED PROJECTS

17.1 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.

END OF GENERAL CONDITIONS

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SECTION 00020
 BID DOCUMENTS
 PART I (BID FORM)

Bid Closing: August 18, 2022 at 10:00 am.
 Bid Form Part I due at bid closing

Bid Opening: August 18, 2022 at 10:05 am.

Submitted to: Via email to claity@co.tillamook.or.us or by mail to Tillamook
 County Public Works' Office, 503 Marolf Loop Road, Tillamook,
 Oregon 97141

BID FORM

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	TOTAL PRICE
1	Drainage Project	1	LS	\$ 33,900 00
TOTAL BID PRICE (Numeric)				\$ 33,900 00

TOTAL BID PRICE Thirty-three thousand nine hundred dollars
 (Words) and zero cents

In addition to Item No. 1, the following typical equipment and labor rates will apply if work outside of the bid is necessary:

ITEM	COST	UNIT
Excavator: Track mounted excavator, 38,000 pounds GVW, includes operator, fuel and insurance	\$ 155 00	Per Hour
Dump Truck: Standard dump truck with 10-12 cubic yard capacity, includes operator, fuel and insurance.	\$ 105 00	Per Hour
Site Supervisor: On-site project supervisor able to direct labor and equipment	\$ 75 00	Per Hour
Laborer 1: Skilled laborer able to operate equipment	\$ 65 00	Per Hour
Laborer 2: General laborer for physical labor	\$ 55 00	Per Hour

Bid Form (Part I) not complete without all 3 pages.

JM Initials (same person signing page 3 of this Bid Form)

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I have examined copies of all project bid documents and the following Addenda:

DATE: 8/12/2022 ADDENDUM # 1
DATE: _____ ADDENDUM # _____
DATE: _____ ADDENDUM # _____

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. 187215.

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: JM Mulcom
(Signature)

JM Excavating, LLC
(Company)

7705 Seattle Ave Bay City, OR 97107
(Address, City, State, Zip)

503-801-5599
(Phone Number)

* Quote may also be called "bid schedule" elsewhere in project documents.

Bid Form (Part I) not complete without all 3 pages.

JM Initials (same person signing page 3 of this Bid Form)

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SECTION 00010
INVITATION TO BID

GENERAL

1.1. STATEMENT OF WORK

- 1.1.1. The estimate is between Zero Dollars (\$0) Dollars and Fifty Thousand Dollars (\$50,000). Work is to be completed in all respects and in full conformity with the contract documents.
- 1.1.2. Tillamook County Public Works is seeking bids for the construction of the Hughey Creek Culvert – Emergency Removal Project.
- 1.1.3. The project site is located at MP 1.61 along Fairview Road, Tillamook in Tillamook County. The project site is available for inspection.
- 1.1.4. The project consists of excavating the roadway and removing the existing 72” Corrugated Steel Pipe Culvert. The culvert and excavated materials are to be stockpiled on the adjacent roadway. The intent of the project is to remove the existing materials and restore the historic stream channel grade and alignment. There will be no excavation below the native stream grade. The contractor will work with the project engineer to establish shoring for the underground domestic water system and communications line that currently run through the construction zone. Contractor will remove/relocate/replace agricultural field fencing as required to complete the work. See attached construction plan sheet.

1.2. NOTICE TO BIDDERS

- 1.2.1. Tillamook County is soliciting this informal procurement of construction services either as a contract for construction other than a public improvement under OAR 137-049-0140 or as a competitive quote for a public improvement under OAR 137-049-0160. In either case, it is assumed that the value of the contract, if awarded, together with all change orders, if any, will not exceed Fifty Thousand Dollars (\$50,000).

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 not be required for this project.

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- 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.
- 1.5. CONSTRUCTION DOCUMENTS
 - 1.5.1. Copies of construction documents are being electronically emailed to bidders.
 - 1.5.2. Bidders are advised to verify that they have received all portions of all bid documents as outlined in the table of contents. The county will not be responsible for use of partial or incomplete sets of documents by prospective bidders.
- 1.6. BID SUBMITTAL REQUIREMENTS
 - 1.6.1. 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.
- 1.7. BID FORM
 - 1.7.1. Bid form (Part I) includes any attachments that may be required with the bid form.
 - 1.7.2. Bids shall be submitted on the forms provided by the county.
 - 1.7.3. All blanks on the bid form shall be filled in by typewriter or manually in ink.
 - 1.7.4. Any interlineation, alteration or erasure must be initialed by the signer of the bid.
 - 1.7.5. BIDDER SHALL MAKE NO ADDITIONAL STIPULATIONS ON THE BID FORM NOR QUALIFY THE BID IN ANY OTHER MANNER.
 - 1.7.6. 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.

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1.8. SUBMISSION OF BIDS

- 1.8.1. All copies of the bid and any other documents required to be submitted with the bid shall be emailed to Chris Laity, Tillamook County Public Works, at claity@co.tillamook.or.us.
- 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 emailed to/deposited at or received by the Tillamook County Public Works' 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 Public Works' Office, Attention: Chris Laity, 503 Marolf Loop Road, Tillamook, Oregon 97141.
- 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. 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. RESIDENT BIDDER

- 1.10.1. The 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.

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1.11. CONTRACTOR REGISTRATION

- 1.11.1. The 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.

1.12. LOWEST RESPONSIBLE BIDDER

- 1.12.1. 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.

1.13. RIGHTS OF THE BOARD

- 1.13.1. 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.
- 1.13.2. 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.

1.14. EXISTING CONDITIONS AND DIMENSIONS

- 1.14.1. 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.
- 1.14.2. Field verify existing dimensions prior to bid opening. Do not scale measurements or dimensions from the drawings. Bid errors resulting

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from scaled measurements/dimensions shall be solely the responsibility of the bidder.

- 1.14.3. 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.
- 1.14.4. 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.
- 1.14.5. 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.
- 1.14.6. 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.

1.15. BIDDER'S REPRESENTATIONS

- 1.15.1. 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.
- 1.15.2. 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.

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1.16. DISCREPANCIES AND AMBIGUITIES

- 1.16.1. 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.
- 1.16.2. 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.
- 1.16.3. 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.
- 1.16.4. 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.

1.17. WORKERS' COMPENSATION INSURANCE

- 1.17.1. 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.
- 1.17.2. 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 5th day of August, 2022.


Contract Officer

August 12, 2020

Addendum No. 1

TO: PLAN HOLDERS

SUBJECT: Tillamook County
Hughey Creek Emergency Removal Project

Bids to be opened and read August 18, 2022 at 10:05 A.M.

The following change is made to the Project Bid Documents released August 08, 2022 and hereby become part of the Bid Contract Documents. The original documents remain in full force, except as specifically modified by this Addendum.

Add the following ***bold-italicized*** text.

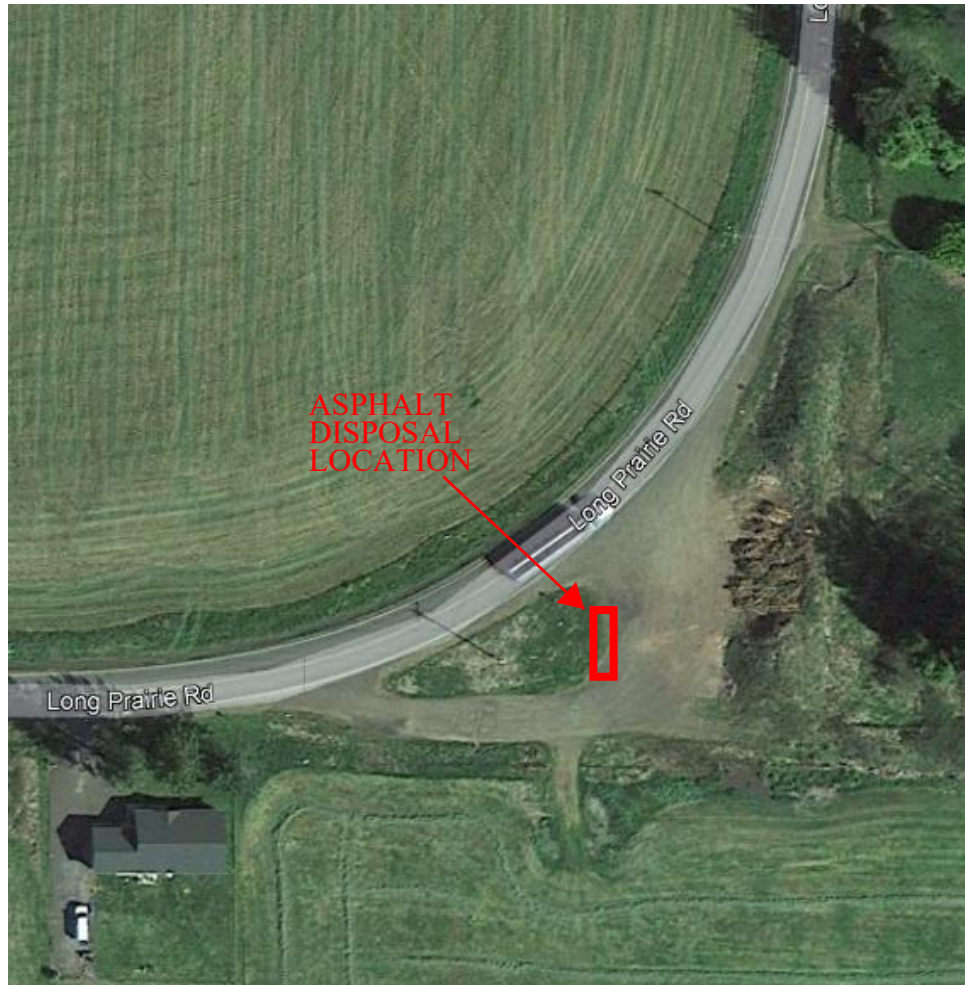
1.1.4 The project consists of

Add:

1.1.4. Substantial completion date is as defined by ORS Ch. 12.135 is September 15, 2022. The contractor shall remove existing asphalt road paving & relocate to the County owned disposal site located approximately 1 mile south of the Trask River Bridge along Long Prairie Road as indicated on the attached aerial.

1.1.4 The pre-construction meeting is tentatively scheduled for August 18, 2022 at 11:00 A.M. at the County Public Works office.

HUGHEY CREEK ASPHALT DISPOSAL SITE



End of Addendum