



REQUEST FOR BIDS

ANCHOR, ALDERWOOD AND OLD WAGON FISH PASSAGE PROJECT COOS COUNTY ROAD DEPARTMENT

This Request for Bids Documents includes the following documents, totaling 42 pages:

- This Cover Sheet (1 page)
- Published Request for Bids (1 page)
- Instructions for Proposers (6 pages)
- Bid Form (2 pages)
- First-Tier Subcontractor Disclosure Form (1 page)
- Payment Bond (1 page)
- Performance Bond (1 page)
- Drawings (17 pages)
- Sample Contract (6 pages)
- Sample Contract Exhibit A (2 page)
- Sample Contract Exhibit B (Statutory Provisions) (4 pages)

Please verify that your copy of the Request for Bids Documents contains all pages of each of the above-referenced documents.

REQUEST FOR BIDS

Coos County Road Department is seeking bids from qualified and experienced Contractors for the Anchor, Alderwood and Old Wagon Fish Passage Project located within Coos County, Oregon southeast of the town of Coos Bay, and adjacent to Catching Slough near river miles 4 and 5 (LAT: 43.31755, LONG: -124.15876).

Request for Bids Documents including instructions for bidders, required bid form, and a sample contract may be obtained by contacting Paul Slater, Public Works Director / Roadmaster, or Jessica Johnson, Business Operations Manager, at the Coos County Road Department Offices, 1281 West Central, Coquille, OR 97423, Ph: (541) 396-7660, or by emailing pslater@co.coos.or.us or jjohnson@co.coos.or.us . The Coos County Road Department's office hours are Monday through Thursday, 7:00 a.m. to 5:30 p.m.

A mandatory pre-bid on-site conference is scheduled for **Monday, July 9, 2025 at 1:00 p.m.**

Bids will be accepted by Bobbi Brooks, Administrative Aide to the Coos County Board of Commissioners' Office, 225 N. Adams, Coquille, OR 97423. Bids must be submitted in sealed envelopes and must be clearly labeled "**ANCHOR, ALDERWOOD AND OLD WAGON FISH PASSAGE PROJECT**" on the outside of the envelope. No bids, regardless of method of delivery, will be accepted if not received by **2:00 p.m. on July 21, 2025**. Bids will be publicly opened and read immediately after the bid deadline at the Owen Building located at 201 N. Adams, Coquille, OR 97423.

This is a public works contract subject to the prevailing wage requirements of ORS 279C.800 – 279C.870 and/or the Federal Davis Bacon Act.

Date: **July 1, 2025**

John Sweet, Chair
Board of Commissioners

Publish: Daily Journal of Commerce – **July 4, 2025**

INSTRUCTIONS FOR BIDDERS
ANCHOR, ALDERWOOD AND OLD WAGON FISH PASSAGE PROJECT
COOS COUNTY ROAD DEPARTMENT

READ THESE INSTRUCTIONS CAREFULLY. FAILURE TO FOLLOW THESE INSTRUCTIONS WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR CONSIDERATION.

1.0 SOLICITATION AND SUBMISSION REQUIREMENTS

Coos County Road Department is seeking bids from qualified and experienced Contractors for the Anchor, Alderwood and Old Wagon Fish Passage Project.

The selected Contractor will be required to execute a contract in the form of the proposed attached Sample Contract (including Exhibits A and B) after award by the Coos County Board of Commissioners. Bidders are encouraged to carefully and completely review all of the Request for Bids Documents, including the proposed Sample Contract, and the Design Drawings and Specifications by Strata Design before submitting a bid.

This is a public works contract subject to the prevailing wage requirements of ORS 279C.800 – 279C.870 and/or the Federal Davis Bacon Act.

1.1 ANTICIPATED SOLICITATION SCHEDULE

July 04, 2025		Request for Bids published
July 9, 2025	1:00 pm	Mandatory Pre-Proposal Conference
July 14, 2025	4:00 pm	Request for Proposals Documents Clarification Request Deadline
July 15, 2025	2:00 pm	End of Solicitation Protest Period
July 21, 2025	2:00 pm	Proposal Submission Deadline / Opening of Proposals
July 21, 2025	4:00 pm	First-tier Subcontractor Disclosure Due
July 22, 2025	5:00 pm	Notice of Intent to Award Issued
July 29, 2025	5:00 pm	End of Contract Award Protest Period
Aug. 05, 2025	9:30 am	Anticipated Recommendation of Award of Contract to Board of Commissioners

1.2 TIME AND PLACE OF RECEIVING AND READING BIDS

Bids will be accepted by Bobbi Brooks, Administrative Aide to the Coos County Board of Commissioners' Office, 225 N. Adams, Coquille, Oregon 97423. Bids must be submitted in sealed envelopes and must be clearly labeled "**ANCHOR, ALDERWOOD AND OLD WAGON FISH PASSAGE PROJECT**" on the outside of the envelope. No bids, regardless of method of delivery, will be accepted if not received by **2:00 p.m. on July 21, 2025**. Bids will be publicly opened and read immediately after the bid deadline at the Owen Building located at 201 N Adams, Coquille, OR 97423.

1.3 NO ELECTRONIC, FAXED OR LATE BID SUBMISSIONS

Misdelivered, late, faxed, and electronically submitted bids will be considered non-responsive, with no exceptions. Please do not wait until the last minute for delivery. Bidders mailing a bid should allow

normal mail delivery time to ensure timely receipt of their bids. **Any bid received after the scheduled closing time for receipt of bids will not be considered for award of contract.**

1.4 BID FORM

To be considered, all Bids **must** be submitted on the attached Bid Form.

1.5 PROPOSER QUESTIONS

All inquiries, whether relating to the Bid process, administration, deadline, award, or technical aspects of the contract must be **in writing** and directed to Paul Slater, Director/Roadmaster, 250 North Baxter Street, Coquille, OR 97423 (mailing) or hand delivered to 1281 West Central Blvd, Coquille, OR 97423, Ph: (541) 396-7660, email: pslater@co.coos.or.us

All questions must be received no later than 4:00 p.m. on July 14, 2025, when appropriate, substantive questions and answers requiring revisions, substitutions, or clarifications of the Request for Bids Documents will be issued as an official addendum as provided in section 1.6 below.

1.6 ADDENDA

Coos County reserves the right to make changes to the Request for Bids Documents by written addenda prior to the closing time and date. Changes or clarifications will be transmitted to prospective proposers electronically via e-mail or facsimile. If required by any addenda, proposers must acknowledge receipt of the addenda by signing, dating, and returning a copy of the addenda with the Bid Form prior to Bid closing. Any Bid submitted without the required addenda attached, signed, and dated will be considered non-responsive and will not be considered for contract award. Coos County is not responsible for a proposer's failure to receive notice of addenda. Any change or modification to the Request for Bid Documents will be binding on the County only if it is in the form of written addenda issued by the County.

1.7 MANDATORY PRE-BID CONFERENCE

A mandatory pre-Bid conference will be held to tour the site of the project on **Monday, July 9, 2025 at 10:00 a.m.** All prospective proposers shall meet at Old Wagon Road between Anchor Lane and Alderwood Lane. Parking is limited to the road shoulder on Old Wagon Road. The conference is mandatory for licensed and qualified contractors that plan to submit a Bid. Representations and statements made by County Representatives at the pre-bid conference are not binding on the County unless confirmed in writing.

1.8 PUBLIC RECORD

Coos County's business practice is to schedule requests for inspection of any Bid documents after a proposer has been notified of their selection status. If a Bid contains any information that is considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS §§ 192.410–192.505, the proposer must clearly designate any portion of its Bid as exempt, along with a justification and citation to the authority relied upon. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

2.0 GENERAL INFORMATION

2.1 WORK TO BE DONE

The selected contractor shall perform all work necessary to complete the project in accordance with the attached drawings and specifications by Kilgren Water Resources ("Drawings"), including such incidentals as may be necessary to meet applicable agency requirements and others as necessary to provide a complete project.

All work must be completed in accordance with County requirements and be inspected for approval

by the County Public Works Director / Roadmaster. The selected contractor shall provide all necessary equipment and manpower to complete the required work in a safe manner. CONTRACTOR is responsible for completing work items listed below and fully described on the BID Form as well as in the attached Design Drawings and Specifications completed by Strata Design.

- Mobilization
- Erosion Control
- Construction Survey
- General Excavation
- Stone Embankment
- Streambed simulation material
- Granular aggregate
- Commercial Asphalt Concrete Pavement
- Vertical Pier Logs
- This spreading of waste materials
- Permanent Seeding

COOS COUNTY is responsible for:

- Providing access to the work site.
- Providing existing site survey data for project area for Contractor to use (County will obtain from Coos Watershed Association through their Cooperative Agreement).

2.2 TIME FRAME

The selected Contractor shall start the work within 7 days that the Notice to Proceed is issued by County and complete the work by **5:00 p.m. on September 15, 2025**. It is further agreed that unless an extension of the completion date is approved in writing by the County, the CONTRACTOR shall pay as liquidated damages the sum equal to one-half of one percent of the total bid amount for each day beyond the completion date until the project is completed.

2.3 PAYMENTS

Except for any applicable warranties, the completion of all work shall terminate the contractor's obligations to the County. Unless otherwise agreed to in writing between the County and the contractor, payment shall be made for measured item quantities incorporated into the work or performed in accordance with the terms of the contract. The Unit Price bid by the Contractor will be multiplied by the quantities used in the project to determine the Item Total. For additional information please see Exhibit A, Section 3 of the sample contract. County reserves the right to require lien waivers from all subcontractors or other persons supplying labor or materials to the contractor prior to payment.

2.4 INSURANCE REQUIREMENTS

Insurance is required for this contract. **Bids must include evidence of the proposer's current insurance coverage, which must meet or exceed the coverage limits specified in the Sample Contract.** It is not necessary for the proof of insurance submitted with the Bid to include any of the endorsements required in the Sample Contract, but **the selected CONTRACTOR must obtain and provide proof of the coverage specified in the Sample Contract, including such endorsements, before the County will issue Notice to Proceed.** Each prospective proposer is encouraged to thoroughly review the insurance requirements and provide the requirements to its insurance carrier prior to submitting a Bid.

2.5 BONDS AND BID SECURITY

The successful bidder will provide a performance bond and payment bond, on the forms provided, in the sum equal to 100% of the total contract price to insure the faithful performance of the contract.

County will accept a surety bond written by a surety company authorized to do business in the state of Oregon. In lieu of a surety bond, the County, in its sole discretion, may permit a bidder to submit a cashier's check or certified check in an amount equal to the estimated total contract price. If the successful bidder complies with the terms, conditions and provisions of the bid documents in all respects, and performs all matters and things required to be undertaken and done under the bid documents and the requirements of all laws of the State of Oregon, then the obligation of the bidder and the surety of the bidder will be void, otherwise such obligations shall remain in full force and effect.

2.6 GOVERNING LAW

The contract will be construed according to Oregon law and is subject to the provisions of ORS chapters 279A through 279C and any and all Coos County Ordinances, rules, and regulations relating to public contracting.

2.7 CONTRACT PROVISIONS

Included as part of the Request for Bids Documents is a copy of a Sample Contract the selected CONTRACTOR is expected to sign. Any proposed alternative provisions must be submitted with the Bid Form and may be considered for inclusion in the contract, subject to approval by the Coos County Office of Legal Counsel and the Board of Commissioners. However, any Bid **contingent** on alternative provisions will be considered non-responsive.

3.0 BID REQUIREMENTS

3.1 TERMS AND CONDITIONS

By submitting a Bid, the selected Proposer agrees to be bound by the attached Sample Contract. Any Bid that is received conditioned on Coos County's acceptance of any other terms and conditions or rights to negotiate will be rejected as non-responsive. Any subsequent negotiated changes are subject to approval by Coos County.

3.2 OREGON PREFERENCE

Each Bid must identify whether the proposer is a resident proposer pursuant to ORS 279A.120. Coos County shall prefer goods and services that have been manufactured or produced in the State of Oregon if price, fitness, availability, and quality are otherwise equal. Nonresident proposers will be subject to an out-of-state preference penalty equal to the percentage preference given in its state.

3.3 RECYCLED MATERIALS

Coos County shall prefer supplies or materials manufactured from recycled materials.

3.4 NON-DISCRIMINATION

Each proposer must certify that it has not discriminated against minority-owned, emerging, or women-owned businesses in obtaining required subcontracts.

3.5 CONSTRUCTION CONTRACTORS BOARD

No bid will be received or considered by the County unless the bidder is registered with the Construction Contractors Board as required by ORS §701.021.

3.6 PREVAILING WAGE

This contract is a public works project and therefore the contractor must comply with ORS 279C.840. No bid will be considered unless it contains a statement that the bidder will comply with ORS 279C.800 -- 279C.870. Prior to the contractor starting work, the contractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000, or a higher amount if desired by contractor.

3.7 BID SECURITY

Each bid must be accompanied by bid security in an amount not less than ten percent (10%) of the amount bid, which must be in the form of a cashier's check or certified check made payable to Coos County, a surety bond effective for at least (30) thirty days from a company licensed to do business in the State of Oregon, or an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 shall accompany this bid. If a bid is accepted and the bidder fails or neglects to execute and return the contract and provide a performance bond, if one is required, within fourteen (14) calendar days from the date of receiving from the County the contract prepared and ready for execution, the County may, at its option, determine that the bidder has abandoned the contract and declare a forfeiture of the bid security as liquidated damages and not as a penalty.

3.8 SUBCONTRACTORS

Proposers must disclose, on the First-Tier Subcontractor Disclosure Form (included as part of this Bid Package), all subcontractors that are providing labor, or labor and material, with a dollar value equal to or greater than:

- a. 5% of the total contract price, but at least \$15,000. (If the dollar value is less than \$15,000 do not list the subcontractor.)
- b. \$350,000 regardless of the percentage of the total contract price.

Disclosure of first-tier subcontractor(s) supplying labor or labor and materials must be filed at the Board of Commissioners Office, located at 225 N Adams, Coquille, OR 97423 **within two hours** after the Bid opening at **2:00 pm on July 21, 2025**. First-tier subcontractors can only be substituted in accordance with ORS chapter 279A and on the form provided in the Bid documents.

Bids which are submitted by Bid closing, but for which the required First-Tier Subcontractor Disclosure Form is not submitted within two hours after Bid opening or is submitted incomplete will be considered non-responsive and shall not be considered for contract award.

4.0 CONTRACT AWARD

4.1 RIGHT TO REJECT OR WITHDRAW BIDS

The County reserves the right to waive minor informalities in the Bids. In addition, the County may reject any Bid not in compliance with all prescribed procedures and requirements, including the requirement to demonstrate the proposer's responsibility under ORS § 279B.110. The County may cancel the procurement or reject any or all Bids in accordance with ORS § 279B.100 upon a finding it is in the public interest to do so. No proposer may withdraw a Bid after the hour set for receipt of Bids unless thirty (30) calendar days have elapsed and the County has not let a contract.

4.2 SOLICITATION PROTESTS

Prospective proposers who believe that this procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name must submit a protest to the Coos County Office of Legal Counsel. **All protests must be in writing** and either mailed, hand-delivered, or faxed to: Coos County Office of Legal Counsel, 225 N. Adams Street, Coquille, OR 97423, fax (541) 396-1012, and **received no later than 2 p.m. on July 15, 2025**. Any such protest must include the information required by ORS § 279B.405(4) and a statement of the desired change(s) to the procurement process or solicitation document(s) that the prospective bidder believes will remedy the conditions upon which the protest is based. Coos County will not consider any solicitation protest submitted after the deadline or any protest which does not include the required information. Coos County will review the protest and respond in writing in accordance with ORS § 279B.405. If the County determines it is necessary in order to consider and respond to a protest, the County may extend closing. If the County upholds a protest, in whole or in part, the County may, in its

sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a proposer must file a written protest with the County and exhaust all administrative remedies.

4.3 INTENT TO AWARD AND CONTRACT AWARD PROTESTS

County will issue notice of intent to award by e-mail or facsimile no later than **5 p.m. on July 22, 2025**. Proposers may protest the notice of intent to award pursuant to ORS § 279B.410. All protests must be in writing and either mailed, hand-delivered, or faxed to: Coos County Office of Legal Counsel, 250 N. Baxter Street, Coquille, OR 97423, fax (541) 396-1012, and received no later than **5 p.m. on July 29, 2025**, unless otherwise provided by the notice of intent to award. A protest must specify the grounds for the protest, include evidence or supporting documentation, and specify the relief sought. The County shall not consider any written protest not received by the deadline or which does not contain the required information. The County will issue a written disposition of the protest in a timely manner in accordance with ORS § 279B.410. If the County upholds the protest, in whole or in part, the County may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a proposer must file a written protest with the County and exhaust all administrative remedies.

4.4 AWARD OF CONTRACT

Award of the contract by Coos County will be to the responsible proposer who's Bid the County determines is the most advantageous to the County based on the evaluation process and evaluation factors described herein and applicable preferences described in ORS 279A.120 and 279A.125. No significant deviation from the terms contained herein is acceptable. The contract will be awarded according to the anticipated solicitation schedule set forth herein, or such schedule as may be amended in the sole discretion of the County.

4.5 TIE

In case of a tie, the County will decide the matter on its own with a coin toss.

BID FORM
 ANCHOR, ALDERWOOD AND OLD WAGON FISH PASSAGE PROJECT
 COOS COUNTY ROAD DEPARTMENT

Submitted by: _____
 Name of Company

ALL BIDS MUST BE COMPLETE AND MUST BE SUBMITTED ON THIS BID FORM TO BE CONSIDERED.

Schedule of Items						
Item No		Item Description	Unit of Measure	Quantity	Unit Price	Total
Temporary Features and Appurtenances						
0010		Mobilization	Lump Sum	All		
0020		Erosion Control	Lump Sum	All		
0030		Construction Survey	Lump Sum	All		
Alderwood Creek at Alderwood Drive Culvert						
0040		General Excavation	Lump Sum	All		
0050		Granular aggregate base/backfill/bedding/filter blanket	yards	648		
0060		Stone Embankment (class 200)	Ton	61.6		
0070		Stream Bed Simulation Material	yards	92		
0080		Asphalt	Ton	23		
Alderwood Creek at Old Wagon Road Culvert						
0090		General Excavation	Lump Sum	All		
0100		Granular aggregate base/backfill/bedding/filter blanket	yards	1820		
0110		Stone Embankment (class 200)	Ton	245		
0120		Stream Bed Simulation Material	yards	123		
0130		Asphalt	Ton	48		
Alderwood Creek at Anchor Road Culvert						
0140		General Excavation	Lump Sum	All		
0150		Granular aggregate base/backfill/bedding/filter blanket	yards	876		
0160		Stone Embankment (class 200)	Ton	105		
0170		Vertical Pier Logs (12" x 20' Fir)	Each	8		
Primary Pasture Drainage Ditch Culvert						
0180		General Excavation	Lump Sum	All		
0190		Granular aggregate base/backfill/bedding/filter blanket	yards	805		
0200		Stone Embankment (class 200)	Ton	84		
0210		Vertical Pier Logs (12" x 20' Fir)	Each	8		
Berms, Ramps & Creeks						
0220		General Excavation	Lump Sum	All		
0230		Thin Spread	Lump Sum	All		

TOTAL BID: _____

BID CERTIFICATION

The Undersigned Proposer declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Proposer has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any subcontracts; that the Proposer has carefully examined the contract documents and the project site (if any) and submits this Bid subject to the terms, conditions, and understandings regarding the same.

Proposer proposes and agrees to be bound by the following contract documents: Instructions for Proposers and all attachments thereto, Bid Form, Sample Contract and all attachments and exhibits thereto. If this Bid is accepted, the successful Proposer agrees to contract with Coos County in the approved form of contract and to furnish all of the materials and services specified in the contract documents in the manner and time prescribed and according to the requirements set forth in the contract documents.

Proposer will accept as full payment the amount earned under the contract as computed in the manner described in the contract documents. The Proposer will comply with all applicable provisions of Oregon law as well as Coos County ordinances and rules relating to public contracting.

The party by whom this Bid is submitted and by whom the contract will be entered into in case award is made does business at the address listed below the Proposer's signature, to which all communications concerned with this Bid and contract should be sent.

The names and addresses of the principal officers of the proposer corporation or the names and addresses of all parties interested in this Bid as partners or principals are as follows (provide additional names and addresses on an attached sheet as necessary):

Name:	Address:
_____	_____
_____	_____
_____	_____
_____	_____

The Proposer is / is not a resident proposer as defined in ORS § 279A.120.
If not a resident proposer as defined above, the state in which the Proposer resides is ____.

Proposer's business organization is best described as:

- Sole Proprietor
- Corporation
- Partnership

Proposer: _____
(Legal Business Name)

Federal Tax ID# _____ CCB#: _____

Business Address: _____

Phone: _____ Fax: _____

E-mail: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

BY SIGNING AND SUBMITTING A BID, YOUR FIRM ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTANDS THE RFB DOCUMENT

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
ANCHOR, ALDERWOOD AND OLD WAGON FISH PASSAGE PROJECT
COOS COUNTY ROAD DEPARTMENT

CONTRACTOR NAME: _____

AGENCY SUPPLIED INFORMATION:

Project Name: ANCHOR, ALDERWOOD AND OLD WAGON FISH PASSAGE PROJECT
Bid Closing Date and Time: July 21, 2025 at 2:00 p.m.
Deliver this form to: Bobbi Brooks, Administrative Aide, Board of Commissioners' Office
Owen Building, 225 N. Adams St., Coquille, Oregon 97423

INSTRUCTIONS:

This form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time.

Bidders shall disclose all subcontractors that are providing labor, or labor and material, with a dollar value equal to or greater than:

- a) 5% of the total contract price, but at least \$15,000. (If the dollar value is less than \$15,000, do not list the subcontractor.)
- b) \$350,000 regardless of the percentage of the total contract price.

Bids which are submitted by bid closing, but are not accompanied by this form by 4 p.m. on July 21, 2025 or are submitted incomplete, will be considered nonresponsive and will not be considered for contract award.

List below the Name, Dollar Value, and Category of Work for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. Attach additional sheets if necessary.

BIDDER DISCLOSURE:

	Subcontractor Name	Dollar Value	Category of Work
1.	_____		
2.	_____		
3.	_____		
4.	_____		
5.	_____		
6.	_____		

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

- a) 5% of the total contract price, but at least \$15,000. (If the dollar value is less than \$15,000, do not list the subcontractor.)
- b) \$350,000 regardless of the percentage of the total contract price.

Form submitted by (Bidder Name): _____

Contact Name: _____ Phone #: _____

PAYMENT BOND

Bond No. _____

Project _____

KNOW ALL PERSONS BY THESE PRESENTS, That we _____
as principal, hereinafter called Contractor, and (name and address of principal place of business of surety) _____

_____ as surety, are jointly and severally held and bound
unto the County of Coos in the sum of _____
_____ for the payment of which we jointly
and severally bind ourselves, our heirs, executors, administrators, and assigns or successors and assigns,
firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, the said Contractor herein has made and entered into a certain contract with the County of Coos, which contract, together with the applicable plans, General Requirements, and addenda (if any), is by this reference made part hereof, whereby the said Contractor agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract and all authorized modifications of the contract which increase the amount of work and the amount of the contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the Contractor herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contributions of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay to the County of Coos, by and through its Board of Commissioners, such damages as may accrue to the County under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the County of Coos, by and through its Board of Commissioners, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20_____.

Authorized Signature, Contractor

Authorized Signature, Surety

Authorized Signature, Attorney in Fact
(A Power of Attorney for the Attorney in Fact must be attached to this bond.)

Surety's Seal Must Be Affixed

PERFORMANCE BOND

Bond No. _____

Project _____

KNOW ALL PERSONS BY THESE PRESENTS, That we _____
as principal, hereinafter called Contractor, and (name and address of principal place of business of
surety) _____
_____ as surety, are jointly and severally
held and bound unto the County of Coos in the sum of _____
_____ for the payment of
which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns or
successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, the said Contractor herein has made and entered into a certain contract with the County of Coos, which contract, together with the applicable plans, General Requirements, and addenda (if any), is by this reference made part hereof, whereby the said Contractor agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract and all authorized modifications of the contract which increase the amount of work and the amount of the contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the Contractor herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed during said contract, upon the terms set forth therein, within the time prescribed therein, or as extended as provided in the contract, including, but not limited to the terms of any warranty and guarantee required under said contract, and shall indemnify and save harmless the County of Coos, the Coos County Board of Commissioners, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or its subcontractors and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain to full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the County of Coos, by and through its Board of Commissioners, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20____.

Authorized Signature, Contractor

Authorized Signature, Surety

Authorized Signature, Attorney in Fact

(A Power of Attorney for the Attorney in Fact must be attached to this bond)

Surety's Seal Must Be Affixed
Performance Bond

SAMPLE CONTRACT
COOS COUNTY ROAD DEPARTMENT

This Contract is entered into on the date last set forth below by and between Coos County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and hereinafter called "COUNTY" and _____ hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

SECTION 1. SCOPE OF WORK AND COMPENSATION; SPECIAL PROVISIONS

The scope of the work, compensation, and special provisions, if any, are attached as Exhibit A, Drawings and incorporated into this Contract herein.

SECTION 2. STATUTORY PROVISIONS

Statutory Provisions are attached as Exhibit B and incorporated into this Contract herein.

SECTION 3. NOTICE

- A. The designated Coos County representative for administration of this Contract is Paul Slater, Public Works Director / Roadmaster, 1281 West Central, Coquille, OR 97423, Ph: (541) 396-7660, or email: pslater@co.coos.or.us
- B. The designated CONTRACTOR representative for the administration of this Contract is **Name, Address, Phone number, and e-mail:**

SECTION 4. ALL COSTS BY CONTRACTOR

CONTRACTOR shall, at its own risk and expense, perform the work described and, unless otherwise specified, furnish all labor, equipment, materials, and permits required for the proper performance of such work. The risk of loss for such work will not shift to COUNTY until written acceptance of the work by COUNTY.

SECTION 5. QUALIFIED WORK

CONTRACTOR has represented, and by entering into this contract, now represents that all personnel assigned to the work required under this Contract are fully trained, qualified, and/or licensed to perform the work to which they will be assigned in a skilled and workmanlike manner in accordance with the highest standards of practice in the applicable trade and/or industries and, if required to be registered, licensed, or bonded by the State of Oregon, CONTRACTOR and its personnel are so registered, licensed, and bonded.

SECTION 6. WARRANTY

CONTRACTOR warrants to COUNTY that all materials and equipment furnished pursuant to this Contract will be new unless otherwise specified. CONTRACTOR warrants to COUNTY that all work shall be performed in accordance with the degree of professional skill, quality, and care ordinarily exercised by members of the same profession practicing in the same location at the same time under comparable circumstances and providing services of a similar nature. Work not conforming to contract specifications shall be considered defective.

SECTION 7. OWNERSHIP OF DOCUMENTS

All documents prepared by CONTRACTOR pursuant to this Contract shall be the property of COUNTY. Upon payment by COUNTY to CONTRACTOR.

SECTION 8. INDEMNIFICATION

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless Coos County, including its departments, officials, and employees against any and all loss, damage, liability, claims, demands, or costs arising from or resulting from CONTRACTOR's performance or non-performance under this Contract (including, without limitation, CONTRACTOR'S employees). CONTRACTOR'S acts and omissions are deemed to include those of subcontractors. This Section 8 will survive the termination or revocation of this Contract, regardless of cause.

SECTION 9. TIME

CONTRACTOR agrees that time is a material element under this Contract. CONTRACTOR will proceed with performance as expeditiously as is legally and safely practicable until fully completing all obligations under this Contract.

SECTION 10. INSURANCE

- A. CONTRACTOR **shall not** commence work under this Contract until it has furnished COUNTY with satisfactory proof of the coverage of insurance as specified below:
1. Workers' compensation coverage as required by law with a Waiver of Subrogation in favor of Coos County and to include employer's liability with limits of not less than \$1,000,000 per occurrence; or, alternatively, CONTRACTOR shall provide documentation establishing that CONTRACTOR is exempt from workers' compensation coverage pursuant to ORS Chapter 656.
 2. General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Such coverage shall include, but is not limited to, the following: commercial general liability coverage, products liability including completed operations, premises operations including X (explosion), C (collapse), U (underground), broad form property damage including fire fighting expense which is also known as "loggers' broad form," personal injury. All coverage shall be on an occurrence basis and not on a claim made basis.
 3. Automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance, or use of any owned, non-owned, or hired motor vehicle with limits of \$1,000,000 per occurrence. All coverage shall be on an occurrence basis and not on a claim made basis.
 4. Excess/Umbrella Liability coverage as follows:
 - i. If this is a contract for a public improvement, or personal services contracts with architects, engineers, and land surveyors, then CONTRACTOR shall maintain an excess/umbrella liability policy of \$1,000,000 each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, employer's liability, and professional liability.
 - ii. For contracts other than public improvements or personal services contracts with architects, engineers, and land surveyors, an excess/umbrella liability policy is not required, but may be used in conjunction with a general commercial liability policy to satisfy the primary insurance limit requirements.
 - iii. All excess/umbrella liability coverage shall be on an occurrence basis and not on a claim made basis.
 5. For personal services contracts, professional liability insurance, including errors and omissions, with limits of \$2,000,000 per claim and \$4,000,000 policy aggregate.

B. The following inclusions to CONTRACTOR'S certificate of insurance shall be made:

1. Waiver of transfer of rights of recovery against others to Coos County. The preferred form is "CG 2404 05/09."
2. Except as to worker's compensation, employer's liability and professional liability, it is agreed that this insurance is primary to and non-contributory with any insurance maintained by Coos County.
3. The general liability coverage and automobile liability, if required, shall include endorsements for additional insured, naming "Coos County, its elected officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance.
4. The additional insured shall contain a severability of interest provision in favor of Coos County and a Waiver of Subrogation in favor of Coos County.
5. All required coverage shall be written with companies that have at least an AmBest rating of B+ VII.
6. The insurance shall provide a 30 day notice of cancellation or material change.
7. For public improvement contracts or architectural, land surveying, or engineering personal services contracts, CONTRACTOR shall carry the required insurance for at least three years after acceptance of completed project.

SECTION 11. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent CONTRACTOR and not an officer, employee, or agent of COUNTY. CONTRACTOR has the complete responsibility and sole risk for the performance of this Contract.

SECTION 12. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR shall not assign this Contract or subcontract any portion of the work without the written consent of COUNTY. Any attempted assignment or subcontract without written consent of COUNTY will be void. CONTRACTOR will be fully responsible for the acts or omissions of any assignees or subcontractors and of all persons employed by them, and the approval by COUNTY of any assignment or subcontract will not create any contractual relation between the assignee or subcontractor and COUNTY.

SECTION 13. INTEGRATION AND WAIVER

This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written not specified herein regarding this Contract. No waiver, consent modification, or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of COUNTY to enforce any provision of this Contract will not constitute a waiver by COUNTY of that or any other provision.

SECTION 14. TERMINATION

- A. This Contract may be terminated at any time by mutual written consent of the parties.
- B. COUNTY may, in its sole discretion and with or without cause, terminate this Contract, in whole or in part, by providing written notice to CONTRACTOR. Such termination shall be effective ten (10) calendar days after the effective date of such notice or at such later date as specified in such notice.

- C. COUNTY may terminate this Contract effective immediately, in whole or in part, by providing written notice to CONTRACTOR upon the occurrence of any of the following events:
1. COUNTY fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for CONTRACTOR'S work;
 2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or COUNTY is prohibited from paying for such work from the planned funding source; or
 3. CONTRACTOR no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that CONTRACTOR no longer meets requirements for such license or certificate.
- D. If CONTRACTOR commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the work under this Contract within the time specified herein, or so fails to pursue the work as to endanger CONTRACTOR'S performance under this Contract in accordance with its terms, and such breach, default, or failure is not cured within ten (10) business days after the effective date of written notice by COUNTY to CONTRACTOR of such breach, default, or failure, or such longer period of cure as COUNTY may specify in such notice, this Contract will terminate effective immediately unless otherwise specified by COUNTY in such notice.
- E. Upon receiving a written notice of termination of this Contract, CONTRACTOR shall immediately cease all activities under this Contract, unless COUNTY expressly directs otherwise in such notice. Upon termination of this Contract, CONTRACTOR shall deliver to COUNTY all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed.
- F. Expiration or termination of this Contract shall not extinguish or prejudice COUNTY'S right to enforce this Contract with respect to any breach of a CONTRACTOR warranty or any default or defect in CONTRACTOR performance that has not been cured. CONTRACTOR shall be permitted to terminate this contract if COUNTY commits a material breach of the Agreement, including failure to make payment to CONTRACTOR in accordance with this contract, and COUNTY does not cure such breach within fourteen (14) days of receipt of written notice from CONTRACTOR.

SECTION 15. SEVERABILITY

If any portion of this Contract is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision will be severed from the Contract and the remaining provisions will remain enforceable and in full effect.

SECTION 16. CHOICE OF LAW

This Contract will be governed by and construed in accordance with the laws of the State of Oregon.

SECTION 17. FORUM

If either party brings against the other party any proceeding arising out of or in relation to this Contract, that party must bring that proceeding only in Coos County Circuit Court or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

SECTION 18. COMPLIANCE WITH STATE TAX LAWS

A. CONTRACTOR hereby certifies, to the best of their knowledge and after sufficient inquiry, that, in the period of no less than six (6) years prior to the date first herein below written, that they have fully complied with the tax laws of the State of Oregon, including any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318.

B. CONTRACTOR agrees that during the term of this Contract, CONTRACTOR will continue to fully comply with all tax laws of the State of Oregon, including any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318.

SECTION 19. PAYMENT

CONTRACTOR may submit invoices for work performed to COUNTY on a monthly basis. COUNTY shall pay all undisputed portions of each invoice from CONTRACTOR within thirty (30) days of the invoice date.

SECTION 20. COUNTY INFORMATION

COUNTY shall furnish all information and technical data in COUNTY's possession or under its control reasonably required for CONTRACTOR's proper performance of the work prior to CONTRACTOR's commencement of the work and at such other times as COUNTY and CONTRACTOR mutually agree. CONTRACTOR is entitled to reasonably rely upon the accuracy, completeness, currency and non-infringement of information and data provided by COUNTY.

SECTION 21. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Contract if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing site conditions, explosion, war, civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, strikes, lockouts, industrial disturbances, changes in law or regulations, requests, acts, or intervention of governmental agencies or authorities, court orders, labor relations, or the inability to obtain materials, equipment, fuel, or transportation ("Force Majeure Event"). CONTRACTOR shall be entitled to a change in the scope of Services, compensation, and/or the project schedule to the extent a Force Majeure Event results in any increase in the time or costs necessary to perform the work under this Contract.

SECTION 22. CHANGES

COUNTY and CONTRACTOR may at any time by written Contract make changes in the work, project schedule, compensation, and/or other terms and conditions of the Contract, including, without limitation, equitable adjustments in the event of any changes or modifications in the scope of work or the manner or method of performance of the work from that specified in the Contract. COUNTY and CONTRACTOR shall effect such change through the use of a written change order.

- SIGNATURES ON NEXT PAGE -

CONTRACTOR

**BOARD OF COMMISSIONERS,
COOS COUNTY**

Signature

Chair

Name (Printed)

Commissioner

Title

Commissioner

Name
Address
City, State, Zip
Phone

Coos County Courthouse
250 N Baxter St.
Coquille, OR 97423
541-396-7535

Date

Date

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION; SPECIAL PROVISIONS

SECTION 1. SCOPE OF WORK

The work consists of, but is not limited to, the following items: site dewatering, work area isolation, traffic control/detour, installation of engineered structures (culverts & tidegates), channel reshaping, berm construction, thin spread, project cleanup, and other items required to complete the projects as designed and described in more detail in the attached "Drawings".

The Contractor will be required to comply with permit conditions and environmental protection and general best management practices for the work. Coos Watershed Association is responsible for obtaining all Federal, State, and County regulatory permits other than ODF permit to use power driven machinery during fire season. Contractor shall obtain this ODF permit, if applicable. The in-water work period established for this project is July 1st to September 15th, and applies to all work below Mean High Water as shown on the Plans. Final completion of the project shall be on or before September 15, 2025.

All Bids shall be submitted as described in these documents and on the Bid Form provided. No Bid for a construction contract shall be received or considered unless the Bidder is registered with the Oregon Construction Contractors Board as required by ORS Chapter 701.

SECTION 2. COMPLETION DATE

CONTRACTOR shall start the work under this contract upon execution of the Contract by the COUNTY, or other date as mutually agreed by parties. Work shall be completed by CONTRACTOR by **September 15, 2025 at 5 p.m.**, or other date as mutually agreed by parties.

- A. Penalty For Failure to Meet Deadline. The parties agree that the COUNTY has a substantial interest in the timely completion of the Project and all Work to be performed under this Contract in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of the CONTRACTOR to complete Work under this Contract in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate the COUNTY's damages for the CONTRACTOR's failure to complete the Project and all Work on time. The parties therefore agree that the CONTRACTOR is liable for and shall pay as liquidated damages to the COUNTY the sum of **one-half of one percent of the total bid amount per calendar day**, commencing on the first calendar day after the required completion date under this Contract and continuing after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.

SECTION 3. COMPENSATION

- A. COUNTY shall only pay CONTRACTOR for measured item quantities incorporated into the work or performed in accordance with the terms of the contract. CONTRACTOR understands and agrees that pay item quantities listed in the schedule of items in Exhibit C do not govern payment.
- B. Payment constitutes full compensation to CONTRACTOR for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work; and for risk, loss, damage, and expense arising from the nature or prosecution of the work or from the action of the elements. CONTRACTOR shall include the costs of bonds and insurance for the project in the unit price for each pay item of work to be performed.
- C. As soon as practicable after final inspection of the project, the Director/Roadmaster, will prepare a final estimate of the quantities of the pay items performed. With this estimate of quantities as a base, the total amount due to CONTRACTOR will be determined according to the terms of the contract. Within 30 days of completion of the work, COUNTY shall pay for the estimated work. Full payment shall be considered as written acceptance of the work. COUNTY may request lien waivers from all subcontractors and suppliers before payment.

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION; SPECIAL PROVISIONS

- D. If CONTRACTOR believes the quantities and amounts in the final contract payment prepared by the Director/Roadmaster are incorrect, CONTRACTOR shall submit an itemized statement to the Director/Roadmaster detailing all proposed corrections. Claims shall be made in writing and include all information necessary for COUNTY to properly and completely analyze the claim, including without limitation: (1) a detailed, factual statement of the claim for additional compensation, with necessary dates and locations of work involved in the claim; (2) the date(s) on which facts arose that gave rise to the claim; (3) the specific contract provisions that support the claim and a statement of the reasons why such provisions support the claim; (4) detailed facts supporting CONTRACTOR'S position relative to the Roadmaster's decisions; (5) copies of, or excerpts from, any documents that support the claim, such as manuals standard to the industry and used by CONTRACTOR, other than COUNTY documents; (6) if a COUNTY-caused delay is claimed – the specific days and dates under claim, the specific acts or omissions of COUNTY that allegedly caused the delay and the specific reasons why the resulting delay was unreasonable, and a schedule analysis that accurately describes the impacts of the claimed delay; (7) the exact amount of additional compensation and the information and calculations necessary to support that amount. This statement must be submitted to the Roadmaster within 30 calendar days from the date the payment was mailed to CONTRACTOR. Any request for compensation not submitted and supported by an itemized statement within the 30-calendar day period shall not be paid by COUNTY. The Roadmaster will consider and investigate CONTRACTOR'S request for correction of compensation and will promptly advise CONTRACTOR of acceptance or rejection of the request in full or in part.
- E. If CONTRACTOR believes that additional compensation is due, and has pursued and exhausted all of the procedures above, CONTRACTOR may file a claim for additional compensation with the County Board of Commissioners within 30 days of denial by the Roadmaster of the request in full or in part. Any claim not filed within 30 days of the Roadmaster's denial shall be deemed waived by CONTRACTOR. Full payment shall be considered as written acceptance of the work. COUNTY may request lien waivers from all subcontractors and suppliers before payment. CONTRACTOR must submit a completed W-9 form to Coos County Finance Department, 250 N. Baxter St., Coquille, OR 97423, fax (541) 396-1016, e-mail klittle@co.coos.or.us, prior to receiving any payment under this Contract.

SECTION 4. SPECIAL PROVISIONS

This Contract is subject to the following provisions: None

EXHIBIT B
STATUTORY PROVISIONS

SECTION 1. GENERAL PROVISIONS

Under the provisions of ORS 279C.505 CONTRACTOR shall:

- A. Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in the contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or subcontractor incurred in the performance of the contract.
- C. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- D. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E. Demonstrate, and by execution of the contract documents does demonstrate, that an employee drug testing program is in place.

SECTION 2. WAGE CLAIMS

- A. As provided by ORS 279C.515(1), if CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of the contract. The payment of a claim in the manner authorized in this section shall not relieve CONTRACTOR, subcontractor or any surety from their obligation with respect to any unpaid claim.
- B. As provided by ORS 279C.515(2) if CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from COUNTY or a contractor, CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten-day period that payment is due under ORS 279C.580 (4) 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 subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from COUNTY or from CONTRACTOR, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- C. As provided by ORS 279C.515(3), if CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement 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.

SECTION 3. HOURS OF EMPLOYMENT

- A. As provided by ORS 279C.520, a person may not be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
 - 1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - 2. For all overtime in excess of ten hours in any one day or 40 hours in any one week when the

work week is four consecutive days, Monday through Friday; and

3. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

SECTION 4. MEDICAL PAYMENTS

As provided by ORS 279C.530, CONTRACTOR shall promptly, as due, make payment to any person, copartner ship, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. It is a condition of the contract that all employers working under the contract are subject employers that will comply with ORS 656.017.

SECTION 5. AGREEMENT TO TERMINATE

- A. As provided by ORS 279C.665, COUNTY and CONTRACTOR may agree to terminate the contract on account of any reason considered to be in the public interest.
- B. As provided by ORS 279C.660, in the event of termination of the contract pursuant to this section, CONTRACTOR shall be paid a reasonable amount of compensation for preparatory work and for all costs and expenses arising out of termination, the amount to be paid to CONTRACTOR:
 1. Shall be determined on the basis of the contract price in the case of any fully completed separate item or portion of the work for which there is a separate or unit contract price; and
 2. May, with respect to any other work, be a percentage of the contract price equal to the percentage of the work completed.

SECTION 6. PREVAILING WAGES

This project is a public improvement and is a public work subject to the ORS 279C.800 to 279C.870. As provided by ORS 279C.800 to 279C.870, this contract is for a "public works" as defined by ORS 279.800(5) and CONTRACTOR shall pay prevailing wages and comply with all state and federal laws in the employment and payment of labor. Pursuant to ORS 279C.840, each worker in each trade or occupation employed in the performance of the contract, either by CONTRACTOR, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, shall be paid not less than the applicable prevailing rate of wage. The Contractor shall pay the higher of the state or federal prevailing rates of wage as determined by the Commissioner of the Bureau of Labor and Industries.

SECTION 7. WAGE REPORTS

- A. As provided by ORS 279C.845, CONTRACTOR or CONTRACTOR'S surety and every subcontractor or the subcontractor's surety shall file certified statements with COUNTY certifying the hourly rate of wage paid each worker whom CONTRACTOR or the subcontractor has employed upon the public works, and that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.
- B. The certified statement shall be verified by the oath of CONTRACTOR or CONTRACTOR'S surety or subcontractor or the subcontractor's surety that CONTRACTOR or subcontractor has read the certified statement and knows the contents thereof and that the same is true to CONTRACTOR or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.
- C. CONTRACTOR or subcontractor shall deliver or mail each certified statement required by subsection (A) of this section to COUNTY. Certified statements for each week during which

CONTRACTOR or subcontractor employs a worker upon the public works shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

- D. Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.
- E. Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505.
- F. Notwithstanding ORS 279C.555 or 279C.570 (7), if CONTRACTOR is required to file certified statements under this section, COUNTY shall retain 25 percent of any amount earned by CONTRACTOR on the public works until CONTRACTOR has filed with COUNTY certified statements as required by this section. COUNTY shall pay CONTRACTOR the amount retained under this subsection within 14 days after CONTRACTOR files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section. COUNTY is not required to verify the truth of the contents of certified statements filed by CONTRACTOR under this section.
- G. Notwithstanding ORS 279C.555, CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with COUNTY certified statements as required by this section. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before CONTRACTOR may pay the subcontractor any amount retained under this subsection. CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section. Neither COUNTY nor CONTRACTOR is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor under this section.

SECTION 8. DISCRIMINATION

- A. As provided by ORS 279A.110, CONTRACTOR may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or an emerging small business enterprise certified under ORS 200.055.
- B. If CONTRACTOR violates (A), COUNTY may regard the violation as a breach of contract that permits:
 - 1. Termination of the contract; or
 - 2. The County may exercise any remedies for breach of contract that are reserved in the contract.

SECTION 9. PUBLIC WORKS BOND

- A. As provided by ORS 279C.836, before starting work on a contract or subcontract for a public works project, CONTRACTOR or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. The bond must provide that CONTRACTOR or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days written notice to CONTRACTOR or subcontractor, to the board, and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for work performed on contracts entered into before the cancellation.

- B. Before permitting a subcontractor to start work on a public works project, CONTRACTOR shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under subsection C of this section.
- C. As provided by ORS 279C.836(7), a disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to one year after certification, elect not to file a public works bond as required under subsection A of this section.