

SPECIFICATIONS and CALL FOR BIDS

YAMHILL COUNTY 2023 CHIP SEAL PROJECT



YAMHILL COUNTY DEPARTMENT OF PUBLIC WORKS
2060 N.E. LAFAYETTE AVENUE, McMinnville, OR 97128
PHONE: (503) 434-7515 FAX: (503) 472-4068

CALL FOR BIDS

April 4th, 2023

The Director of Public Works, Yamhill County, McMinnville, Oregon, will receive sealed bids until **April 18th, 2023, at 2:00 p.m.** for the "**Yamhill County 2023 Chip Seal Project.**" The work will consist of spraying oil, spreading owner supplied chip rock, rolling, sweeping, fog sealing approximately 17.7 miles at various county roads located in Yamhill County, Oregon. Work also includes a Scrub Seal and chip seal application of 2.7 road surface as a Bid Alternate.

Electronic Plans and Specifications may be obtained from the Yamhill County Department of Public Works, NE 2060 Lafayette Avenue, McMinnville, Oregon 97128. Telephone - (503) 434-7515 or Email hendersonj@co.yamhill.or.us

ADDRESS

Bids shall be mailed or delivered to Greg Haffner, Yamhill County Engineering Manager at the above address, no later than **April 18th, 2023, at 2:00 p.m.** at which time they will be publicly opened and read at the same location. Bids may not be submitted by facsimile or electronic means. Any questions related to the bid are to be submitted by April 11th, 2023 by 4:00 PM.

Each Bidder shall submit the subcontractor disclosure form required by OAR 137-049-0360 within two (2) working hours after the bid closing (prior to **4:00 p.m.**) in a separate envelope marked "**Yamhill County 2023 Chip Seal Project Subcontractors Disclosure Form.**"

Bids shall be submitted in a sealed envelope plainly marked "**Yamhill County 2023 Chip Seal Project**" and shall show the name and address of the bidder on the outside. No bid will be received or considered by the Engineering Manager unless the bid contains a statement by the bidder that the provisions of ORS 279C.530 shall be complied with (included on Exhibit C acknowledgement form). Each bidder must identify whether the bidder is a resident bidder, as defined in ORS 279A.120. If a bid is received from a non-resident bidder, the provisions outlined in ORS 279A.120 will apply to said bid after the bid is opened and before the contract is awarded. No bid shall be received or considered unless the bidder is registered with the Construction Contractors Board.

The Board of Commissioners, Yamhill County, reserves the right to waive minor informalities and to reject any or all bids that do not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), or if Yamhill County finds that it is in the public interest to do so.

BY ORDER OF YAMHILL COUNTY
Board of Commissioners

April 4th, 2023

PROSPECTIVE BIDDERS:

Enclosed, please find a "Specifications and Call for Bids" form for the "**Yamhill County 2023 Chip Seal Project**" located in the Yamhill County. This "**Specifications and Call for Bids**" has been published in the McMinnville News-Register and the Yamhill Counties website: <https://www.co.yamhill.or.us/content/request-proposals>.

If you are interested in bidding on this project, please submit a written bid on the enclosed form at the end of the documents in accordance with the instructions given in this "**Specifications and Call for Bids.**"

Sealed bids will be received until 2:00 p.m. on April 18th, 2023, for the above project at Public Works, 2060 N.E.Lafayette Avenue, McMinnville, Oregon 97128, at which time they will be publicly opened and read.

Each Bidder shall submit the subcontractor disclosure form required by OAR 137-049-0360 within two (2) working hours after the bid closing (prior to **4:00 p.m.**) in a separate envelope marked "**Yamhill County 2023 Chip Seal Project Subcontractor Disclosure Form.**"

If you have any questions or require further clarification of this matter, please contact this office.

Sincerely,



Greg Haffner
Yamhill County Engineering Manager

Haffnerg@co.yamhill.or.us

Enc: Exhibit D (Map with Roads to seal, stockpiles, placement qtys)

SCHEDULE

CALL FOR BIDS ADVERTISED	April 4 th , 2023
QUESTIONS DUE BY 5:00PM	April 11th, 2023
CLARIFICATIONS/ADDENDA	April 12th, 2023
BID SUBMITTAL DUE	April 18th, 2023
NOTICE OF INTENT TO AWARD	April 20th, 2023
DEADLINE TO SUBMIT WRITTEN PROTEST	May 8th, 2023
CONTRACT AWARD (TENTATIVE)	May 11th, 2023
CONTRACT SIGNED (TENTATIVE)	May 30 th , 2023

INSTRUCTION TO BIDDERS

1. It shall be the duty of the bidder to submit a bid on or before the hour and date specified. Yamhill County shall assume no responsibility for delay in U.S. Mail Service that results in late arrival of bid.
2. To receive consideration, bids received shall comply with all requirements of the Call for Bids, Instruction to Bidders, Specification and Bid Schedules. Yamhill County shall award this bid to the lowest **responsive** and **responsible** bidder. Responsiveness is determined by and substantial compliance with applicable solicitation procedures and the requirements of this solicitation document. Responsibility is determined by whether the apparent successful bidder meets the applicable standards of responsibility under ORS 279C.375(3) and OAR 137-049-0390. The county has included no alternates in this package. The **lowest** responsive bid is determined by the base bid items for the project. Awards shall be subject to preference for products produced or manufactured in Oregon. In determining the lowest Responsive Bid, the County will, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. (OAR137-046-0300 – 137-046-0330).
3. Should discrepancies or omissions occur in either the plans or the specifications, or the bidder be in doubt as to their meaning, notify the Project Manager as defined herein. Any amendments to the original solicitation will be issued in writing as an addendum and will be available for viewing at Yamhill County Department of Public Works, NE 2060 Lafayette Avenue, McMinnville, Oregon 97128. Yamhill County will not be responsible for oral interpretations. Except to the extent required by public interest, County shall not issue an Addenda less than 72 hours before the closing date and time unless the Addenda also extends the closing date and time.
4. This project is subject to the current Prevailing Wage Rates for Public Works Contracts in Oregon. The subject wage rates are referenced in these specifications. The Yamhill County Department of Public Works shall receive a certified copy of the Contractor's payroll within 15 days from the date first work begins on this project; at 90 day intervals thereafter when applicable; and before the agency makes its final inspection of the project. By submitting a bid in response to this invitation to bid the bidder is stating that the bidder will comply with prevailing wage requirements including ORS 279C.838 or 279C. 840. No bid shall be received or considered by Yamhill County unless the bidder is registered with the Construction Contractors Board for construction projects.
5. Bids shall be on the forms provided herein. The completed forms shall be in ink or typewritten without erasure or alteration.
6. Each bid must be signed by the bidder with his or her usual signature in longhand with the name of the firm and title of signor printed or typed.
7. Each bid must include the name of the contractor's Workers Comp. Insurance Company and the Policy/Binder Number.
8. Each bid must be submitted on the forms provided. If space is required for alternates or explanation, use continuation sheets. All bids shall be submitted on the prescribed form and in said manner as indicated in the bid documents. Use of recycled material is encouraged and the County reserves the right to use recycled material provided the provisions of ORS 279.A.125 are met.

9. Bids shall be in a sealed envelope, properly addressed with the name of the bidder, title of bidder, and the date and hour of submission marked in the lower left-hand corner of the envelope.
10. Facsimile, telephone or other electronically submitted bids will not be considered.
11. No bid may be withdrawn after the hour set for opening nor before award of bid unless said award is delayed beyond thirty (30) days.
12. All bids shall be accompanied by a Bid Bond as described below, and the successful bidder will be required to provide a Performance and Payment Bond as described below.
Bid Bond -- 10 percent of the base bid to be submitted with bid. The bid bond shall be forfeited if the bidder fails to execute the contract properly if awarded.
Performance and Payment Bond -- 100 percent of the bid amount: A surety bond furnished by a surety company authorized to do business in the state of Oregon is the only acceptable form of Performance Security. The successful bidder must furnish the required Performance and Payment Bond within ten (10) calendar days after the "Notice of Intent to Award" notice is released by Yamhill County to the said bidder. Failure to furnish the Performance and Payment bond prior to the deadline may result in rejection of the bid and forfeiture of Bid Bond and award to the next lowest responsible bidder.
13. The successful bidder shall enter into an agreement with Yamhill County prepared by Yamhill County within twenty one (21) calendar days after the "Notice of Intent to Award" is sent from Yamhill County to the said bidder. In the event the bidder fails or refuses to enter into said agreement, Yamhill County shall be entitled to pursue all appropriate remedies. The agreement shall be substantially in the form of the "Sample Agreement" below.
14. Yamhill County reserves the right to reject all bids and waive minor informalities with respect hereto and award in the best interest of Yamhill County.
15. The successful bidder agrees that, in performing the work called for by this invitation to bid and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.
16. The Notice of Intent to Award by Yamhill County shall constitute a final decision of the County to award the contract if no written protest of the award is filed with the County within seven (7) calendar days from the notice of intent to award. If a protest is timely filed, the award is a final decision of the County only upon issuance of a written decision denying the protest and affirming the award.
17. Right to Protest. Any actual proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have seven (7) calendar days from the notice of intent to award to submit to the Yamhill County Public Works Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the bidder must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible.

18. The successful bidder will receive a Notice to Proceed after final approval and execution of all contract documents. Coordination with the County will be **required prior to starting any work on any phase of this project.**
19. Yamhill County will provide and stockpile all the required chip rock for the project. The county will stage the chip rock at 6 locations shown on the exhibit map noted as Exhibit D.
20. Basis of Bid award will be the total of the Base Bid and Bid Alternate.
21. If the County has insufficient funds to pay the cost of all for the base bid or bid alternates, the County shall determine negotiate with the low bidder on what roads will be awarded, including the Bid Alternate

SAMPLE AGREEMENT

YAMHILL COUNTY 2023 CHIP SEAL PROJECT (Yamhill County and _____)

THIS AGREEMENT is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon (referred to as Owner in this Agreement) and _____, Federal Tax Identification Number _____ - _____ referred to as Contractor in this Agreement) for the project known as Yamhill County 2023 Chip Seal Project for which bids were opened April 18th, 2023 (referred to in this Agreement as the "Project").

STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS

A. Owner has budgeted funds to perform the Project. Owner conducted a competitive bidding process to select the lowest responsible bidder to complete the Project. Contractor was the lowest responsible bidder. This Agreement is made to specify the mutual obligations of Owner and Contractor for completion of the Project.

B. This Agreement includes by reference the following Contract Documents that are part of the Project:

- (A) Specifications and Call for Bids, April 4th, 2023
- (B) Special Provisions and Supplemental Standard Specifications for County Road Construction, including Standard and Supplemental General Conditions in form of Oregon Standard Specifications for Construction 2021 published by ODOT
- (C) Bid Schedules and Signature Page
- (D) First-tier subcontractor disclosure form, if any
- (E) Bid Bond
- (F) Prevailing Wage Rates effective most current at bid opening, 2023
- (G) Addenda (if any)
- (H) Performance and Payment Bond
- (I) Notice of Intent to Award
- (J) This Agreement
- (K) Agreement Amendments (if any)
- (L) Insurance Certificates
- (M) Notice to Proceed
- (N) Change Orders (if any)
- (O) Notice of Substantial Completion or Project Acceptance
- (P) Warranty Period

AGREEMENT: In consideration of the mutual covenants contained below, Owner and Contractor hereby agree as follows:

1. **Scope of work and services; filing of payment and performance bond.** The Contractor will commence and complete the construction of the Project in strict accordance with the Contract Documents identified above. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement. Contractor represents to Owner that Contractor has made a reasonable inspection of the Project site(s) and is reasonably familiar with the Project site(s) conditions that might affect Contractor's performance if the Project pursuant to this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily

exercised by members of the same profession currently practicing under similar conditions. The Contractor will file a suitable payment and performance bond before it commences Project work and services.

2. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an independent contractor under this Agreement.

3. **Commencement and completion date.** The Contractor will commence the work and services required by the Contract Documents upon Owner's issuance of a Notice to Proceed (NTP). NTP is anticipated to be no sooner than July 31st, 2023 and will complete the same by no later than September 16th, 2023 unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.

4. **Termination.** Owner may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest. If this Agreement is terminated, the Owner will pay for all work and services accepted by the Supervisor, as defined in Section 16, prior to termination.

5. **Penalty for failure to meet deadline.** The parties agree that Owner has a substantial interest in the timely completion of the Project and all work and services to be performed under this Agreement in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this Agreement in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate Owner's damages for Contractor's failure to complete the Project and all work and services on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to Owner the sum of \$500.00 per day for each calendar day to commence on the first calendar day after the required completion date under this Agreement and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.

6. **Compensation.** The Contractor agrees to perform all of the work and services described in the Contract Documents and comply with the terms therein at the rates set forth in Contractor's responsive bid schedule for the unit price sum of \$_____ unless the Contract Price is modified by executed Change Order. Payment shall be made by Owner either in a single payment following final approval of the project by the Yamhill County Director of Public Works, or as otherwise provided in the General Conditions, **subject to a 2.5% retainage**. Upon satisfactory completion of Project tasks, the Contractor shall notify the Project Manager in writing that Contractor has completed performance under this Agreement and shall request payment of applicable retained amounts. Upon receipt of written notice, Project Manager will review the Project work and services completed to date and if acceptable, Project Manager shall authorize payment of applicable retained amounts.

7. **Prevailing wages; certified statement.** The Contractor hereby certifies, and it shall be a condition of the Payment and Performance Bond, as provided by ORS 279C.800 through 279C.870, that in performing this Agreement the Contractor will pay and cause to be paid and all subcontractors will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Call for Bids, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of this Agreement. In the event the Contractor is obligated to abide by prevailing wage requirements imposed by federal law, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq). The Contractor shall file with the Owner certified statements as required under ORS279C.845 with regard to payment of prevailing wages. Pursuant to ORS 279C.845(7) until Owner receives the certified

statements, Owner shall retain 25% of any amount earned by the Contractor as required by law. Owner shall pay Contractor any retained amounts under this Section within 14 days of receipt of certified statements.

8. Incorporation of statutory provisions required for public contracts. The Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. These include but are not limited to the following:

- A. Contractor agrees to promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due.
- B. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the County or Contractor, then Contractor or its first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580(4) and that end upon final payment, unless the payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(2).
- C. Contractor agrees that if the contractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the contractor by reason of the contract, pursuant to ORS 279C.515(1).
- D. Contractor certifies that that an employee drug testing program is in place (ORS 279C.505(2)).
- E. If Contractor fails to pay any such claim, Contractor agrees the County may pay the claim and charge the payment against the funds due or to become due the contractor by reason of the contract, pursuant to ORS 279C.515(1). (ORS 279C.515(1)).
- F. Contractor agrees if the contractor or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board. ORS 279C.515(3).
- G. Contractor agrees no person may be employed for more than 10 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 as provided for in ORS 279C.520.
- H. Contractor agrees to comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under the contract. ORS 279C.525.

- I. Contractor agrees to pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- J. Contractor agrees to pay promptly, as due, any payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or the needed care and attention, incident to sickness or injury, to the employees of the contract, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- K. Contractor agrees any employer, including Contractor, that employs subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor agrees to ensure that each of its subcontractors complies with these requirements." (ORS 279C.530(2).
- L. Contractor agrees it will comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- M. Contractor agrees it will comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.
- N. Contractor agrees to include in each subcontract for property or services entered into by Contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by County under the contract; and an interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from County, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. A payment clause and an interest penalty clause that conforms to the standards of ORS 279.580(3) must also be included in each of Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- O. Contractor agrees it will comply with ORS 279C.605 regarding Notice of Claim
- P. Contractor certifies that all subcontractors performing work described in ORS 701.005(2) 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 subcontractors commence work under the contract.

9. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation

Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

10. **BOLI fee.** In accordance with ORS 279C.825, as amended in 2009, the Owner shall pay a fee to the Bureau of Labor and Industries (BOLI), Wage and Hour Division, Rom 1160, Prevailing Wage Unit, 800 NE Oregon Street, #32, Portland, Oregon 97232. The fee is an amount equal to one-tenth of one percent (0.1 percent) of the Contract Price, with a minimum fee of \$250.00 and a maximum fee of \$7,500.00. The fee shall be paid at the time Owner enters into this Agreement. The fee shall be paid in accordance with the administrative rules of BOLI.

11. **Certification of compliance with laws.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws, rules or regulations or any federal, state or local laws, rules, codes or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement. In addition, Contractor agrees that it has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

12. **Certification of reading and understanding of documents.** The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.

13. **Payment.** The Owner agrees to pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Agreement, unless otherwise modified by written notice or executed Change Order.

14. **Warranty Period.** Where the warranty period is not otherwise stated in the General Conditions, the warranty period is 365 days commencing upon the date Project Acceptance is issued by Owner.

15. **Public Works Bond.** Before commencing work, the Contractor shall have a public works bond as described in ORS 279C.836 filed with the Construction Contractors Board. Contractor shall include a provision in any subcontract for the Project that the subcontractor shall have a public works bond filed with the Construction Contractors Board before commencing work.

16. **Status of the Project Supervisor.** Greg Haffner, Yamhill County Engineering Manager, is the Project Manager. The Project Manager or his designee shall perform technical inspections of work and services and shall have authority to stop the work or services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Project Manager or his designee may reject all work and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project work or services. The Supervisor has authority to reject or accept the Project work or services.

17. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement neither Contractor, any subcontractor nor any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work or services to which employment relates.

18. **Risk of Loss.** The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the Owner has accepted the work and services as provided in this Agreement.

19. **Indemnification.** Contractor shall indemnify, defend and save harmless Owner from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work or services under this Agreement.

20. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

1. Workers Compensation Insurance in compliance with statutory requirements.
2. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
3. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Owner. Evidence of such insurance will be furnished to Owner before commencing Project work or services. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Owner.

The Commercial General Liability and Commercial Automobile Liability shall (i) name Owner, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Owner and that any insurance maintained by Owner is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

21. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Owner to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of Owner to thereafter enforce each and every provision.

22. **Contractor's Representation.** Contractor, by entering into this Agreement, represents that its bid for this Project is made without connection with any person, firm or corporation

making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

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

24. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service or a similar mediation and arbitration service located in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

25. **Attorney fees and costs.** Except as provided in Section 24(b), in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

26. **Applicable laws.** This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

27. **Subcontractors bound.** Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

28. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

29. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

[Name of Contractor]

YAMHILL COUNTY, OREGON

By: _____
(Signature)

Lindsay Berschauer, Chair
County Commissioner

Date: _____

Date: _____

(Printed Name)

Mark Lago, Director
Department of Public Works

Title: _____

Date: _____

Fed. Tax I.D. No: _____

APPROVED AS TO FORM

Contractor
Registration No: _____

By: _____
CHRISTIAN BOENISCH.
County Counsel

EXHIBIT A

BID PROPOSAL

YAMHILL COUNTY 2023 CHIP SEAL PROJECT

The undersigned having examined the Specifications and Contractual requirements and being satisfied as to all conditions to be encountered, hereby proposes to furnish all materials, labor, tools, equipment and services to perform all work necessary to complete this project in accordance with the bid schedule or schedules, and all other Contractual Documents. It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award shall become part of the contract between the undersigned and Yamhill County. The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material and is in all respects fair and without collusion or fraud.

SCHEDULE OF CONTRACT PRICES

Payment for work done under this contract will be made at the Total price listed below.

SCHEDULE OF ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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Road Segments 1-11 Apply Oil, Place Medium Chip (YC provided) and Fog Seal

1	Mobilization (Segments 1-11)	LS	1	_____	_____
2	Temp. Work Zone Traffic Control (Segments 1-11)	LS	1	_____	_____
3.	Shoot Emulsified Asphalt and Place Aggregate Surface Treatment (Segments 1-11) (0.45-0.48 Shot Rate) (County Provided Chip Rock)	SY	224,265	_____	_____
4	Emulsified Asphalt in Fog Coat (0.12-0.13 Shot Rate)	SY	224,265	_____	_____

TOTAL BASE BID

BID ALTERNATE

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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Road Segment 12 Apply Scrub Seal Oil, Place Medium Chip (YC provided) and Fog Seal

1.	Temp. Work Zone Traffic Control (Segment 12)	LS	1	_____	_____
2.	Emulsified Asphalt in Fog Coat (0.12-.13 Shot Rate)	SY	35,000	_____	_____
3.	Shoot Scrub Seal Emulsion, (0.42 Shote Rate) place chip, broom, cure, Place 2 nd lift, shoot emulsion (0.45-0.48 Shot Rate), place County provided chip rock, broom	SY	35,000	_____	_____

TOTAL BID ALTERNATE

TOTAL BASE BID AND BID ALTERNATE (BASIS OF AWARD)

EXHIBIT B

FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

1. Pursuant to ORS 279C.370 and OAR 137-049-0360, bidders are required to disclose information about certain first-tier subcontractors when the County estimates the contract value for a Public Improvement to be greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after closing:
 - a. The subcontractor's name;
 - b. The category of work that the subcontractor would be performing; and
 - c. The dollar value of each subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the Disclosure Form.

THE COUNTY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

2. A bidder shall submit the following disclosure form required by OAR 137-049-0360 either in its bid submission or within two (2) working hours after closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Bids which are submitted by closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for contract award.

3. The County shall obtain, and make available for public inspection, the disclosure forms required by OAR 137-049-0360. The County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The County is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: _____

Project Type: _____

County: _____

Bid Opening Date and Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Form submitted by: _____

Name of Bidder: _____

Contact name: _____

Phone no.: _____

**EXHIBIT C
CERTIFICATION & ACKNOWLEDGMENT FORM**

The undersigned bidder hereby represents as follows:

1. That this bid is made without connection with any person, firm or corporation making a bid for the same material and is in all respects fair and without collusion or fraud. And that the bidder has complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.
2. That the bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
3. I also certify that as a part of my bid the applicable provisions of ORS 279A, 279B, 279C, and more specifically 279C.530 shall be complied with.

BID SUBMITTED BY:

Name of Bidder: _____

Contractor's Registration Number and Expiration Date: _____

Worker's Comp. Insurance Company: _____

Worker's Comp. Policy Binder Number: _____

Federal Tax Identification Number: _____

Name of Authorized Agent (Please print or type): _____

Check appropriate box below:

Bidder is a resident bidder as defined under ORS 279A.120*

Bidder is a non-resident bidder

Signature of Authorized Agent: _____

Title: _____

Business Address of Bidder: _____

Phone Number: _____ Date: _____

Bidder is a resident bidder as defined in ORS 279A.120* Yes No

Proposals shall be submitted in a sealed envelope plainly marked "Yamhill County 2023 Chip Seal Project" with the name and address of the bidder.

Signed: _____ Title: _____

* "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".