

**MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON**

BIDDER'S PACKET



Morrow County
110 N. Court St
P.O. Box 788
Heppner, OR 97836
Phone 541-676-2529

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For
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON

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INVITATION TO BID
For
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON

Sealed Bids for the “MORROW COUNTY SHERIFF STATION 2 PROJECT” will be received by the Morrow County, Bartholomew Building, 110 N. Court St. (P.O. Box 788), Heppner, Oregon, 97836, until 2:00 p.m. local time on Thursday, October 1, 2020. The bids will be publicly opened and read at the Morrow County Bartholomew Building, 110 N. Court St., Heppner, Oregon, at 3:30 p.m. local time on Thursday, October 1, 2020. First Tier Subcontractor Disclosure Forms will be accepted until 3:00 p.m. on date of the bid opening.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

The work will consist of constructing a 60’ by 80’ wooden structure as shown in conceptual floor and site plan as titled “Morrow County Sheriff’s Office Conceptual Floor and Site Plan.” The contractor will secure final buildable plans as needed for permitting, obtain permits and construct the building according to the Project Conceptual Plans.

The work will consist of, but may not be limited to, the following:

Permitting
Site preparation
Perimeter Foundation & Concrete Slab
Exterior Walls & Roof
Doors and Windows
Interior Walls & Finish
Restroom
Mezzanine
Heating, Electrical & Plumbing

Contractor is advised:

The primarily storage building will require AC in the office areas only and the remainder of the building should have heat capable of maintaining a 60 degree heat to keep equipment at emergency response operable levels. The full HVAC system will not be required in the storage areas.

A sewer line is located on the site and will need to be rerouted (the location has been marked). City Sewer is available. It will require a lift to the sewer plant. The City of Heppner has offered to share their lift, located at the Fire Hall. Contractor will need to determine the best course of action for the sanitary services.

This is a MORROW COUNTY Project, fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Administration at (541) 676-2529.

For additional information, questions or concerns, contact Darrell Green by e-mail at dgreen@co.morrow.or.us or by phone at (541) 676-2529.

MORROW COUNTY is an equal opportunity employer.

Darrell Green
Morrow County Administrator

INFORMATION FOR BIDDERS

MORROW COUNTY (Agency), will receive sealed bids for the **“MORROW COUNTY SHERIFF STATION 2 PROJECT,”** as shown in the INVITATION TO BID. Each bid shall be submitted in a sealed envelope labeled **“BID FOR: “MORROW COUNTY SHERIFF STATION 2 PROJECT””** and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel.”

Sealed bids may be delivered in person to the Morrow County Bartholomew Building, Administrator’s Office, 110 N. Court St., Heppner, OR 97836, between 8:00 a.m. and 5:00 p.m. Bids may be mailed to the Morrow County Administration Department, P.O. Box 788, Heppner, OR, 97836. If sent by mail or another carrier, the sealed bid envelope shall be contained within another envelope.

First-Tier Subcontractor Disclosure will be required for this project. The First-Tier Subcontractor Disclosure form must be submitted either in its bid submission or in a separate sealed envelope within two (2) working hours of the advertised bid closing date and time (see disclosure deadline on the Subcontractor Disclosure form). If the disclosure form is included in the bid submission, **“First Tier Subcontractor Disclosure Form Enclosed”** must be marked on the outside of the envelope. If the First Tier Subcontractor Disclosure Form is submitted separately from the bid submission, the enveloped shall be labeled **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM, FOR: “MORROW COUNTY SHERIFF STATION 2 PROJECT”** and shall bear on its face the full name of the Bidder with the Bidder’s return address and Oregon Construction Contractors Board Registration Number.

All bids shall be made on enclosed **BID SCHEDULE** form. All blank spaces for bid prices shall be filled in, in ink or typewritten, and the bid schedule form shall be fully completed and executed when submitted. Only one copy of the bid form is required. Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidder shall also enter the Total Bid Amount obtained by adding the sub-totals of all Items in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed. A conditional or qualified bid will not be accepted.

This project is subject to ORS 279C.800 to 279C.870 (Prevailing Wage Rates).

Once submitted, bids may be modified in writing prior to the scheduled closing date and time for the acceptance of bids as stated in the INVITATION TO BID. Changes must be submitted in sealed envelope labeled **“REVISIONS TO BID, MORROW COUNTY SHERIFF STATION 2 PROJECT”** and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel.” The bidder shall include a statement, on the Contractor’s company letterhead, signed by an authorized officer, stating that the revised bid submittal supersedes or modifies the prior bid. The Agency shall not accept modifications over the telephone, by fax or e-mail. This does not eliminate a third-party hand delivering a revised or modified bid.

Any bid may be withdrawn prior to the scheduled closing date and time for the acceptance of bids set forth in the INVITATION TO BID. A Bidder may withdraw its bid after it has been delivered to the AGENCY’s Office, provided that:

- The written withdrawal request is submitted, in person, on the Bidder’s letterhead and includes the name of the project (MORROW COUNTY SHERIFF STATION 2 PROJECT).

- The request is signed by an individual who is authorized to sign the bid, and proof of authorization to sign the Bid accompanies the withdrawal request.
- The request is received at the location specified for the submittal of bids and is received prior to the time that bids will no longer be accepted.

Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Agency and the Bidder.

Each Bidder shall inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the project plans and this document (including all addenda).

Each Bidder shall satisfy himself/herself of the accuracy of the estimated quantities in the bid schedule. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be performed. A successful Bidder shall not be relieved of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. The failure or omission of the Bidder to examine any form, instrument or document, or to visit the site, shall in no way relieve the Bidder from any obligation in respect to the bid.

This document and the project Conceptual Floor and Site plan contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract. Any supplemental instructions shall be in the form of written addenda to the contract documents which, if issued, shall be posted on the website listed in the Invitation to Bid and emailed to all prospective Bidders (at the respective email addresses furnished for such purposes), not later than 72 hours prior to the date fixed for submittal of bids. Failure of any Bidder to receive any such addenda shall not relieve such Bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents. It is the responsibility for all prospective Bidders to verify if addenda have been issued for the project by contacting the Morrow County Administrator's Office at (541) 676-2529.

Each bid shall be accompanied by a bid bond or certified check payable to the Agency for ten percent (10%) of the total amount of the bid. As soon as the bid prices have been compared, the Agency will return the certified checks, if any, of all except the three lowest responsible Bidders. When the agreement is executed, the certified checks, if any, of the two (2) remaining unsuccessful Bidders will be returned. The bid bond or check of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which a check, if any, will be returned.

Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Invitation to Bid in the Bidder's Packet. Bidders and other interested parties are invited to be present.

Bids will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum of the sub-totals for all items listed in the BID SCHEDULE. The sub-totals will be computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the AGENCY may make arithmetic corrections on extension amounts.

A performance bond and a payment bond, each in the amount of 100 percent (100%) of the total bid price with a corporate surety approved by the Agency, shall be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds, payment bonds and performance bonds shall file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded shall be required to execute the agreement and obtain the performance bond and payment bond and provide the required certificate of insurance within fourteen (14) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary agreement, certificate of insurance and bond forms. In case of failure of the Bidder to execute the agreement and other required documents, the Agency may, at the Agency's option, consider the Bidder in default, in which case the bid bond accompanying the bid shall become the property of the Agency.

The Agency, within twenty (20) calendar days of receipt of the acceptable performance bond, payment bond, certificate of insurance and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Agency not execute the agreement within such period, the bidder may by written notice withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Agency.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Agency. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Agency and Contractor.

Bidder must agree to commence work on or after the START WORK DATE to be specified in a written "Notice to Proceed" of the Agency and to fully complete the project within one hundred twenty (120) consecutive calendar days thereafter. Liquidated Damages for this project for failure to complete the project within the time period specified, or an adjusted Contract Time, will be \$250.00 per calendar day.

The Agency may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. The Agency reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Agency that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Said investigation shall be as per ORS 279C.375. The low Bidder shall supply the names and addresses of all material suppliers and subcontractors when requested to do so by the Agency.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Bid items calling for unit prices show estimated quantities of work to be performed. These quantities, although shown with as much accuracy as possible, are approximate and are for BIDDING purposes only. Payment to the Contractor shall be made on the WORK actually performed by the Contractor. The Agency reserves the right to increase or decrease by one hundred percent (100%) the amount of these quantities on bid items amounting to less than twenty percent (20%) of the total Bid Amount as may be deemed necessary and by so doing will not invalidate the unit prices as listed in the bid. In addition, if either the total cost of the work, using original bid quantities and unit prices, or the total quantity of any bid item amounting to more than twenty percent (20%) of the total bid changes by more than thirty percent (30%), then the part of the increase or decrease exceeding thirty percent (30%) shall be adjusted as the parties agree.

Award of the contract will be made to the lowest responsible Bidder, for the TOTAL BID AMOUNT shown on the BID SCHEDULE. The Agency may reject any bid not in compliance with the prescribed requirements, and may waive any informalities and minor defects in any and all bids and may reject any and all bids upon finding by the Agency it is in the public interest to do so. If the lowest bid submitted by a responsible Bidder exceeds the amount of funds estimated by the Agency as available to finance the contract, the Agency may reject all bids or may award the contract.

A responsive bid shall be defined as complying with all conditions set forth in the contract documents, including submitting the following items:

- 1) A completed and signed Project Proposal
- 2) A completed and signed Bid Proposal

- 3) A completed and signed Bid Schedule
- 4) A properly executed Bid Bond or certified check in the amount of ten percent (10%) of the total amount of the bid;
- 5) A completed and signed First Tier Subcontractor Disclosure Form.
- 6) A completed and signed Bidder's Certification Statement as required by certain Oregon Revised Statutes (ORS).

The bid, bid bond, and other forms as required at the bid opening are bound in these contract documents for the convenience of the Bidder.

ENVIRONMENTAL AND NATURAL RESOURCES

Pursuant to ORS 279C.525, the agencies listed below may have enacted ordinances or regulations which deal with the prevention of environmental pollution or the preservation of natural resources. The Contractor shall comply with any ordinances or regulations enacted or adopted by these agencies.

FEDERAL AGENCIES:

Dept. of Agriculture
Forest Service
Soil Conservation
Dept. of Defense
Army Corps of Engineers
Environmental Protection Agency, Department of the Interior
Bureau of Sport Fisheries and Wildlife
Bureau of Outdoor Recreation
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation
Occupational Safety and Health Administration
Coast Guard
Federal Highway Administration

STATE AGENCIES:

Dept. of Agriculture
Dept. of Environmental Quality
Dept of Fish and Wildlife
Dept. of Forestry
Dept. of Geology and Mineral Industries
Dept. of Human Resources
Land Conservation and Development Commission
Soil and Water Conservation Commission
State Land Board
Water Resources Dept.

LOCAL AGENCIES:

Morrow County Public Works Department
Rural Fire Protection District
Other Special Districts

PROJECT PROPOSAL FORM
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE **“SHERIFF STATION 2 PROJECT”** AS SHOWN IN THE BID SCHEDULE, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDER’S PACKET AND CONTRACT DOCUMENTS, WHICH ARE ON FILE AT THE MORROW COUNTY ADMINISTRATIVE OFFICE, BARTHOLOMEW BUILDING, HEPPNER, OREGON.

Name of Bidder: _____

Address: _____

Phone: _____ Email: _____

Oregon Construction Contractors Board Registration Number: _____

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY, for furnishing of all materials, labor, tools, equipment, and services required for construction of the **“MORROW COUNTY SHERIFF STATION 2 PROJECT”** for MORROW COUNTY, as shown by those certain Project Conceptual Design and Site Plans and specified in the Bidder’s Packet and Contract Documents that are on file at MORROW COUNTY, 110 N. Court St., Heppner, Oregon, 97836, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY, to the terms and prices herein submitted.

1. The undersigned contractor has examined all of the project plan and conceptual drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.
3. Quantities stated in connection with the bid schedule for the contract submitted herewith are approximate only, and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Only those items for which estimated quantities are given may be increased or decreased at the unit prices named. If there shall be an increase or decrease in the total payment for an item covered by a lump-sum price, it shall be made only as the result of negotiation between the undersigned contractor and the Agency.
4. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws

of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.

5. The undersigned contractor submits the unit prices set forth in the BID SCHEDULE as those at which he (or they) will perform the work involved. The extensions in the column headed "Total Cost" are made for the sole purpose of facilitating comparison bids. If there are any discrepancies between the unit prices and the total amounts shown, the unit price shall govern.
6. All scheduled items for which forms are provided herein shall be completed in full by the showing of a unit or lump sum price for each item thereof.
7. Unit prices that are lump sums for a combination of items herein named, shall be used as the basis for computation of the total compensation to be received by the undersigned, all in accordance with the completed schedule of prices attached hereto and incorporated herein by reference.

The referenced unit prices shall include all labor, transportation, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the MORROW COUNTY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

BIDDER SIGNATURE: _____ DATE: _____

BID PROPOSAL
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON

Proposal of _____, hereinafter called "BIDDER,"
organized and existing under the laws of the State of OREGON, doing business as

_____,
(Bidder's Company Name)

to **MORROW COUNTY**, Heppner, Oregon, hereinafter called "AGENCY."

In compliance with the INVITATION TO BID, BIDDER hereby proposes to perform all WORK for the construction of the "**MORROW COUNTY SHERIFF STATION 2 PROJECT**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the Project Schedule. BIDDER further agrees to pay liquidated damages as indicated in the INFORMATION TO BIDDERS.

BIDDER SIGNATURE: _____ DATE: _____

BID SCHEDULE **FOR** **MORROW COUNTY** **SHERIFF STATION 2 PROJECT** **MORROW COUNTY, OREGON**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum		\$ _____	\$ _____
2	Buildable Plans/Permits			\$ _____	\$ _____
4	Site Prep			\$ _____	\$ _____
5	Foundation and Concrete			\$ _____	\$ _____
6	Exterior Walls and Roof			\$ _____	\$ _____
7	Doors and Windows			\$ _____	\$ _____
8	Interior Walls and Finish			\$ _____	\$ _____
9	Restroom			\$ _____	\$ _____
10	Heating			\$ _____	\$ _____
11	Electrical			\$ _____	\$ _____
12	Plumbing			\$ _____	\$ _____
				TOTAL	\$ _____

By: _____
Signature

Company Name: _____

Print Name: _____

Mailing Address: _____

Title: _____

Telephone: _____

Oregon CCB No.: _____

BID BOND
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____, herein after called the "PRINCIPAL,"

and _____,
a corporation duly organized under the laws of the State of _____, having its
principal place of business at _____ in the state of
_____ and authorized to do business in the State of Oregon, as surety, are held and
firmly bound unto MORROW COUNTY, herein after called the "OBLIGEE," in the penal sum of
_____ dollars (\$ _____),
for the payment of which, will and truly to be made, we find ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present.

The CONDITIONS of this BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith submitting
a bid proposal for **"MORROW COUNTY SHERIFF STATION 2 PROJECT."** said bid proposal by
reference thereto, being made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the
contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract
and shall furnish such performance and payment bonds as required by the bidding and Contract Documents
within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL shall fail to
execute the proposed contract and furnish said bond, the SURETY hereby agrees to pay to the OBLIGEE
the penal sum as liquidated damages.

Signed and Sealed this _____ day of _____ 2020

PRINCIPAL

By

Surety

By Attorney-in-fact

(A certified copy of the agent's Power-of-Attorney must be attached hereto.)

**FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON**

As Per OAR 137-040-0017

BID CLOSING DATE & TIME: October 1, 2020 at 2:00 p.m.

DISCLOSURE DEADLINE: October 1, 2020 at 3:00 p.m.

BID OPENING: October 1, 2020 at 3:30 p.m.

This form must be submitted at the location specified in the Information for Bidders on the advertised bid opening date and within two working hours after the advertised bid opening 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.)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Form submitted by (bidder name): _____

Phone No.: _____

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, _____, certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number _____ allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385.
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a [Non-resident] [Resident] (check correct designation) as defined under ORS 279A.120. "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 and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts, Prevailing Wage Rates, under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. () Yes () No

Bidder Signature: _____ Date: _____

Title: _____

**DO NOT FILL OUT THE FOLLOWING CONTRACT AND
CERTIFICATION OF WORKERS' COMPENSATION
COVERAGE FOR BIDDING**

**CONTRACT
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON**

THIS CONTRACT, made and entered into in duplicate, this _____ day of _____ 2020
by and between **MORROW COUNTY**, hereinafter called "Agency" and _____
_____, hereinafter called
"Contractor."

Federal Tax ID No.

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith and the BID SCHEDULE containing the contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, the applicable Specifications, the Bidding Documents, and Bid Schedule, containing the contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the Bidding documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, based upon the proposal as specified by the Agency, shall be one hundred twenty (120) calendar days after the date of the written Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, Liquidated Damages shall be paid at the rate \$250.00 per calendar day.

MORROW COUNTY

CONTRACTOR

By: _____
Melissa Lindsay, Chair
Morrow County Board of Commissioners

By: _____

Title: _____

By: _____
Don Russell, Commissioner
Morrow County Board of Commissioners

Printed Name: _____

By: _____
Jim Doherty, Commissioner
Morrow County Board of Commissioners

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

**MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON**

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State Accident Insurance Fund Corp., or another authorized insurer.) Insurance Company Name_____

ID/Policy Number_____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers' Compensation Division_____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated_____2020

(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries:
Salem, OR 97310; Phone (503) 947-7810

**PREVAILING WAGE RATES
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON**

The Prevailing Wage Rates for this project, effective January 1, 2020, are available at The Oregon Bureau of Labor and Industries website:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland, OR 97232-2180; Telephone (971) 673-0761 TDD (971) 673-0766.

