

Water Proofing Contractors Informal Request For Competitive Quotes

April 9, 2010

The County is seeking quotes for the restoration of the exterior of a concrete building and the application of Dow Corning Allguard.

The building is a 4-story county owned office building. The project includes the East, Courtyard (south, east and north) and North side of the building. The West side and South side were completed last fall.

Project Location: Clatsop County Building, 800 Exchange Street

Astoria, Oregon

Return quotes no later than April 16th, 2010 at 3:00 PM

Clatsop County is seeking competitive quotes for the following project:

Scope of Work:

- 1. In general the scope is to clean (power wash) and repair the exterior of the building and the inside of the parapet. The building has cracks, failing concrete above windows and is in need of waterproofing.
- 2. Prepare surface of building as recommended by Dow Corning for the application of Dow Corning silicon weather proofing materials.
- 3. Apply Dow Corning silicone building sealant (795) to all cracks and joints to achieve a weatherproof final product.
- Caulk windows with Dow Corning silicone as required to assure waterproof bond from window frame to building, the existing windows are a mix of original wood, retrofitted aluminum and new aluminum windows.
- 5. Apply two coats Dow Corning Allguard. Main color "Toasted Coconut", Trim Color "Dark Hazel".
- 6. Provide written "10 Year Weather sealing Warranty" from Dow Corning.

- 7. Provide all accessories necessary and recommended by manufacture for complete installation.
- 8. An option will be to repaint the existing wood windows. They will be identified on the elevation. Long term the County intends to replace all of the existing wood windows with aluminum. Short term we need to caulk, prime and paint the existing wood windows.

Window: paint and primer

Primer: Sherwin Williams Adhesion Primer B51W8050,

Top Coat's (2): Sherwin Williams, Satin Ultra, GSC-5595 Custom color, match existing windows on west side of building.

The floor-to-floor height is 9 '– 10'. The height of the east elevation changes with the slope from north to south with the height at the north end about 55' to about 45' at the south elevation.

CONTRACTOR SHALL:

Comply with the, State Building Codes and the requirements of local code officials Comply with all OSHA safety requirements, including Lead Paint requirements Obtain and pay for permit if required

Assume damage to existing building caused by work on this project and restore any damage

Guarantee all work for (1) year from date of completion, unless manufacture provides longer warranty

Contractors:

The building is available for inspection, please call and make an appointment to inspect prior to bid due date if desired.

David Dieffenbach, Capital Improvement Projects Manager PO Box 1070 Astoria, OR 97103 503/338-3695, Fax 503-325-8606

Clatsop County will be the sole judge in determining award of the contract and reserves the right to reject all proposals.

Attachments:

Plan of Building Elevation photos Bid Proposal Form Sample contract

EXHIBIT 1

Bid Proposal Form

Clatsop County: 800 Exchange Waterproofing

The undersigned, as bidder declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the applicable Specifications, Plans, Drawings, Sample Contract, General Information and General Requirements and other required provisions relating to the "Construction Project", on file in the office of the Central Services Department of Clatsop County and as hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That he will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement over \$50,000) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That he is not in violation of any Oregon Tax Law;

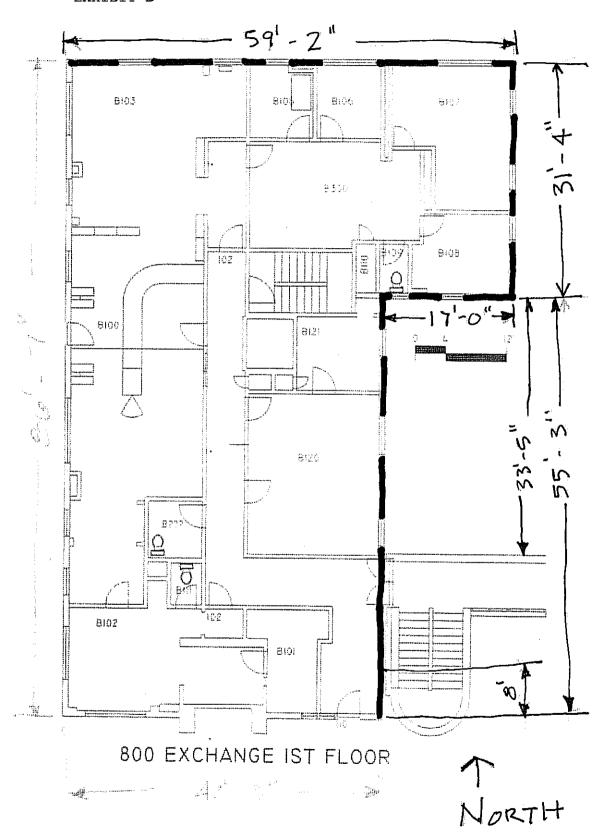
That after having carefully examined the Specifications covering the project, the bidder proposes to furnish all necessary labor, materials, and equipment to complete the project as described herein and to perform the work in full accordance with said Specifications and drawings, and to meet the performance and prescriptive requirements describe herein and made necessary by system requirements and governing regulations.

Bid Proposal Form

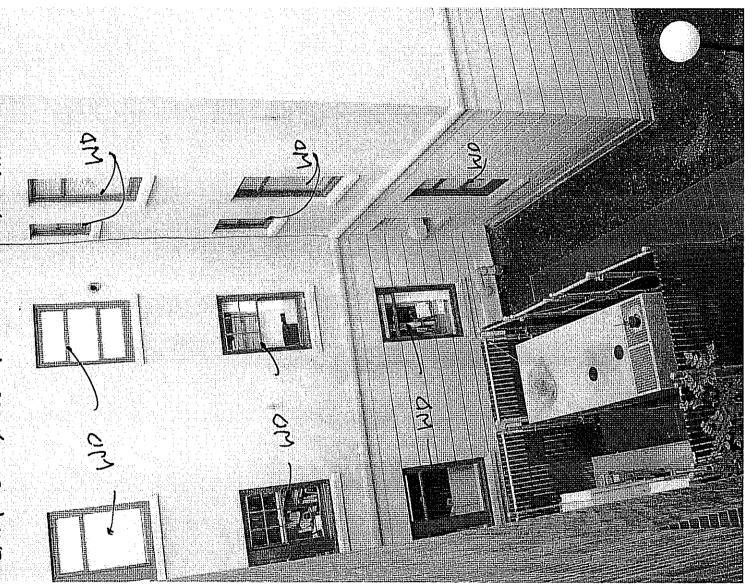
BID: Clatsop County: 800 Exchange waterproofing

	Base Bid	Alternates
General Cost (O&P, Delivery, Bonds, Permits, Supervision, Etc.)	\$	
East, North and Courtyard elevations	\$	
Alternate #1: Caulk, Prime and Paint wood windows, total 52		\$
windows		
Misc.	\$	
Total (Base Bid)	\$	
Written amount (total base bid)		
Writter amount (total base bla)		
DOLLARS (\$))	
,	,	
The bidder acknowledges that the East and North and courtyard elevation	ns must be complete	ed this prior to June
25, 2010.		
In general all work can be completed during the 7:00 AM to 7:00 PM work scheduled placement of noisy equipment may be needed if power washer of lift equipment in		
If this proposal is accepted and the undersigned shall fail to or neglect to days from date of receiving from the County, the contract, prepared and r their option, determine that the bidder has abandoned the contract.		
The names of the president, treasurer, and manager of the bidding corpo all persons and parties interested in this Bid as partners or principals are		s and residences of
Name Address		
The names of the surety by which the Performance Bond (contracts over		
awarded, will be furnished, and the name and address of the surety's local	al agent are as follo	ws:
Name of Surety		
Name of Agent		
Address		

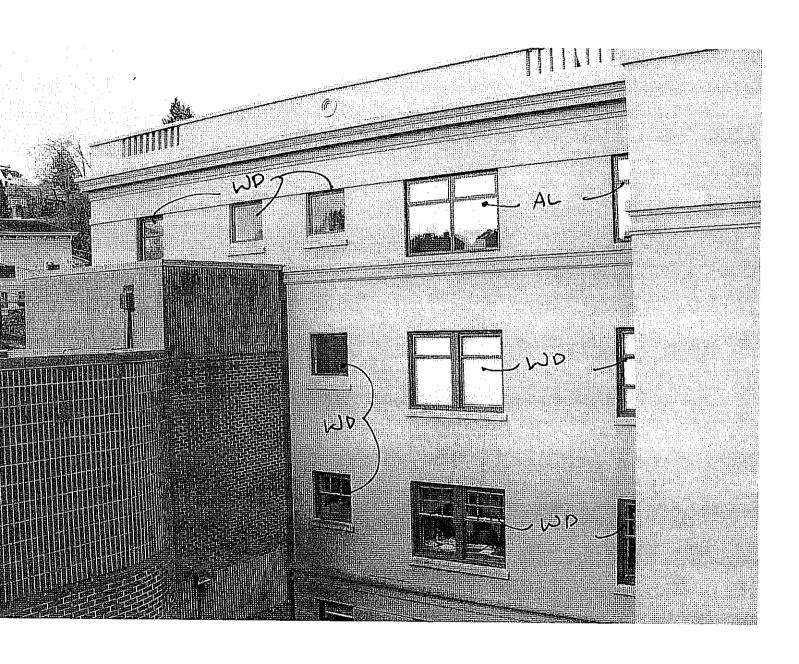
Company Name_____

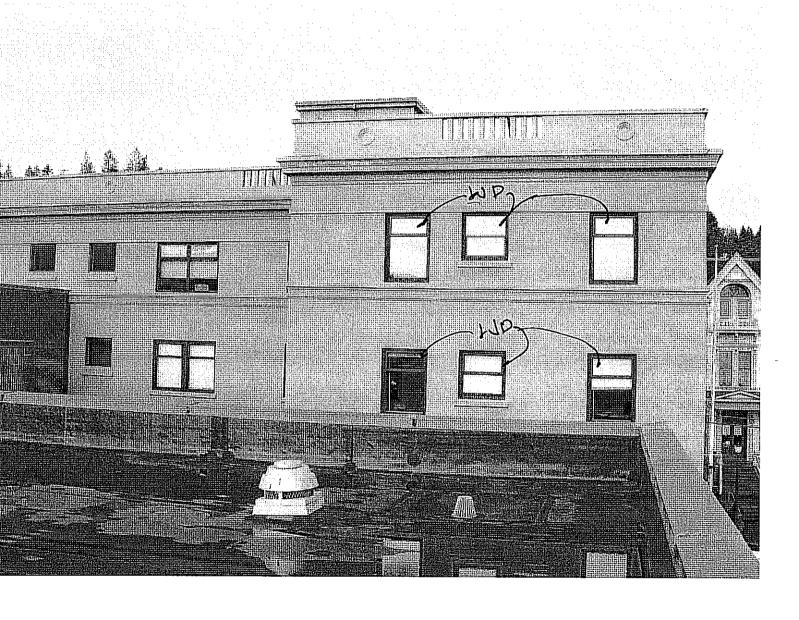


COURTYARD FAST SOUTH



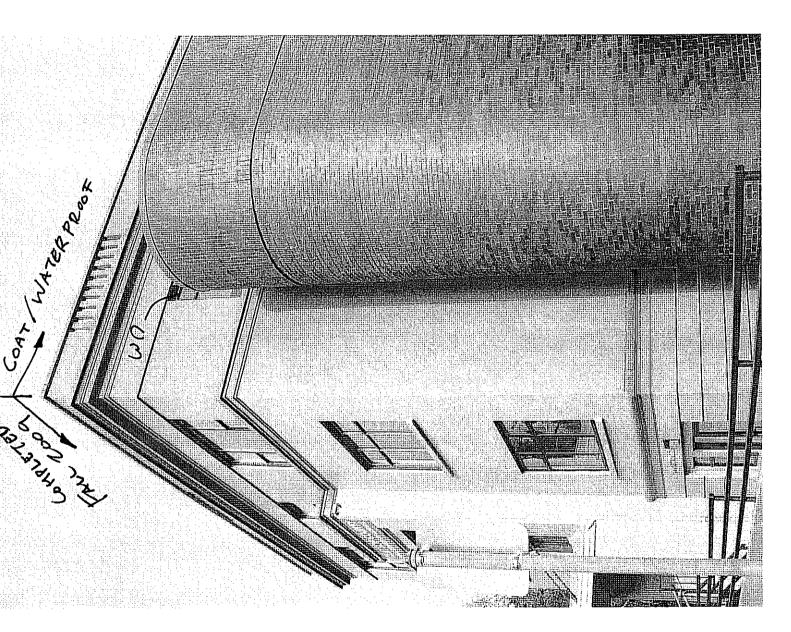
EAST ELEVATION







NORTH ELEVATION - ALL WINDOW FRAMES WOOD.



CLATSOP COUNTY, OREGON

800 Exchange Street, Suite 310 Astoria, Oregon 97103 An Equal Opportunity Employer

Clatsop County Contract for Construction

This Contract is by and between Clatsop County (County) and
(Contractor). Whereas County has need of the services which Contractor has agreed to
provide; Now Therefore , in consideration of the sum not to exceed \$ to be paid
to Contractor by County , Contractor agrees to perform between date of execution and inclusive, the following specific construction services:
All materials, Labor, equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project ", and shall be in accordance with Specifications and documents attached hereto, and by reference incorporated herein.
Attachment A –
Attachment B - Insurance Requirements
1. Written Notice . Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
2. Governing Law/Venue . This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable

3. Compliance. Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:

attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without

limitation to or waiver of any other rights or remedies of **County** according to law.

- a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract. ORS 279C.505(1)(a)
- b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract. ORS 279C.505(1)(b).
- c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c)

- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- e. Demonstrate that an employee drug testing program is in place. ORS 279C.505(1)(d).
- f. Salvage or recycle construction and demolition debris if feasible and cost-effective. ORS 279C.510(1).
- g. 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. If Contractor fails to pay any such claim, 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).
- h. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount dues plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment id 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 the 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 the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. Make payment to any person furnishing labor or materials in connection with this 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. ORS 279C.515(3).
- k. 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.

- 1. 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).
- m. If Contractor is a subject employer, Contractor will comply with ORS 656.017. ORS 279C.530(2).
- n. Comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. Comply with ORS 279C.550 thru 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.
- p. Comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.
- Contractor shall include in each subcontract for property or services q. entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purposed of performing a construction contract: a payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and an interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, 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. These clauses must also be included in each of the contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the firsttier subcontractor's subcontractor's shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. Comply with ORS 279C.605 regarding Notice of Claim.
- s. Comply with Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870.

- t. Pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C830(1)(c).
- u. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2).
- v. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).
- w. Certify 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.
- 4. **Judicial Rulings**. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
- 5. **Independent Contractor**. **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor", **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.
- 6. **Indemnification**. **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.
- 7. **Worker's Compensation**. **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

- 8. **Nondiscrimination**. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.
- 9. **Termination of Agreement**. This Agreement may be terminated pursuant to Section 00180 of the General Provisions of the "Proposal and Special Provisions for "Hillcrest Loop Improvement Project".
- 10. **Subcontracting/Nonassignment**. No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.
- 11. **Survival**. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
- 12. **Standard of Services and Warranty**. **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. **Contractor** warranties work against defects for a period of one year from date of completion. Contractor shall promptly, without cost to **County**, and in accordance with **County's** written instructions, correct such defective work. If **Contractor** does not promptly comply, or if in an emergency, where delay would cause serious risk of loss or damage, **County** may have the defective work removed and replaced and all direct and indirect costs of such removal and replacement shall be paid by Contractor.
- 13. **Ownership and Use of Documents**. All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.
- 14. **Tax Compliance Certification**. **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws described in ORS 305.380(4).
- 15. **Insurance.** During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted on attached Attachment B.
- 16. **Liquidated Damages**. Liquidated damages shall apply against the **Contractor** and accrue to the **County** at the rate of five hundred dollars (\$500) per day for every day that the project remains uncompleted beyond the period outlined in the specifications.

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:		FOR CONTRACTOR:	
Signature	Date	Signature	Date
Title		Title	
Address:			
Construction Contractors E	Board Registration N	Tumber:	

ATTACHMENT B INSURANCE REQUIREMENTS

During the term of this Contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Required by Clatsop County of contractors with one or more workers, as defined by ORS 656.027. Workers' Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. 2. □ Required by County ■ Not required by County. **Professional Liability** insurance with a combined single limit, or the equivalent, of not less than □ \$200,000, □ \$500,000, □ \$1,000,000, or □ \$2,000,000 each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. 3. ■ Required by County □ Not required by County. Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \(\Boxed{1} \) \\$200,000, \(\Boxed{1} \) \\$500,000, \(\Boxed{1} \) \\$1,000,000, or \(\Boxed{1} \) \\$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Clatsop County and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract. **4.** ■ Required by County □ Not required by County. **Automobile Liability** insurance with a combined single limit, or the equivalent, of not □ \$500,000, ■ \$1,000,000 each accident for Bodily Injury and Property Damage. including coverage for owned, hired or non-owned vehicles, as applicable.

- 5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Clatsop County;
- 6. Certificates of insurance. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to Clatsop County prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to County acceptance. If requested, Complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.