

**COLUMBIA SOIL AND WATER CONSERVATION DISTRICT**  
35285 Millard Road, St. Helens, OR 97051  
Ph: 503-397-4555

**Contract Administrator:** Kari Olsen-Hollander [kari.hollander@columbiaswcd.com](mailto:kari.hollander@columbiaswcd.com)  
**Project Manager:** Jenni Dykstra [jdijkstra@estuarypartnership.org](mailto:jdijkstra@estuarypartnership.org)

**CONTRACT DOCUMENTS**

**FOR**

**Batwater Station Floodplain Enhancement - 2015**

**Contents:**

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**BID DEADLINE FOR SUBMITTAL: May 7, 2015, 3:00 pm Columbia SWCD Office**

**BID OPENING: Thursday May 7, 2015, 3:00 pm Columbia SWCD Office**

**MANDATORY PRE-BID CONFERENCE: April 29, 2015, 10 am at the intersection of Mayger Road and Batwater Station (private drive) located in Quincy, OR.**

## INVITATION TO BID

Notice is hereby given that Columbia Soil Water Conservation District and the Lower Columbia River Watershed Council intends to remove a portion of levee and implement habitat enhancements throughout the project site per design in Quincy, OR. The contract documents (including special provisions and specifications) are available at the Columbia SWCD, 35285 Millard Road, St. Helens, Oregon, 97051, phone 503-397-4555. Or on the Columbia SWCD website [www.columbiaswcd.com](http://www.columbiaswcd.com)

The contractor shall furnish labor, materials and equipment necessary for completion in accordance with the specifications. The work consists of in-water work removing a portion of the existing levee, installing large wood, and raise the elevation of existing driveway per the supplied plans and in accordance with the specifications. Bids for the work described will be received in the office of the Columbia SWCD Manager, Kari Hollander, at 35285 Millard Road, St. Helens, Oregon, 97051, no later than 3:00 p.m., Thursday May 7, 2015. Bids received after this date and time will be returned unopened. Bids will be opened at 3:00 PDT on Thursday May 7, 2015 at the above address. Contractor shall submit a list of first-tier subcontractors within two (2) hours following Bid Opening.

The contract is for a public works subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act, 40 U.S.C. 3141 to 3148. Prequalification applications subject to ORS 279C.430 are not required.

PUBLICATION:	The Chief	April 17, 2015
	The Chronicle	April 21, 2015

## **INSTRUCTIONS TO BIDDERS**

### **SECTION 1. WORK TO BE DONE**

The Columbia Soil Water Conservation District with the Lower Columbia River Watershed Council intends to contract in-water work removing a portion of the existing levee, installing large wood, and raise the elevation of existing driveway per the supplied plans and in accordance with the specifications per the attached specifications and drawings. The following summarizes the work included and shall be used for information only. All work shall be done according to the contract documents.

#### **Batwater Station Floodplain Enhancement (Schaffer Rd) - 2015**

1. Remove levee
2. Install Sediment fence
3. Dewatering
4. Coordinate with ODFW block and remove fish
5. Excavate and use material for driveway
6. Install beaver pilings
7. Install Large wood structures
8. Shape the floodplaining per design and onsite direction
9. Place structural fill
10. Place seeding and trees
11. rock roadway and cattle path per specifications

The contract shall provide for the execution and completion in every detail of the work described herein. Except as otherwise specified, the Contractor shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete the work to be done under the contract according to the Specifications. This shall be understood to include, in addition to the work specifically called for in the Specifications, the performance of such additional and extra work as may appear to the SWCD Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner. Specifications for the project are attached and may also be reviewed at the Columbia SWCD office, 35285 Millard Road, St. Helens, Oregon 97051.

### **SECTION 2. LOCATION OF SITE**

**Batwater Station, Quincy, OR** (Drawing A)

### **SECTION 3. PROJECT INFORMATION**

Additional information pertaining to this project may be obtained from, Jenni Dykstra, Restoration Ecologist/Project Manager, Columbia SWCD office, 35285 Millard Road, St. Helens, Oregon 97051. Phone: 503-397-4555. Plans and specifications may be reviewed at the Columbia SWCD office.

#### **SECTION 4. TIME AND PLACE OF RECEIVING AND OPENING BIDS**

Bids for the work described above will be received by Kari Olsen-Hollander, District Manager (or his designee) at the Columbia SWCD Office at 35285 Millard Road, St. Helens, Oregon 97051 until May 7, 2015 at 3:00 p.m. PDT. Bids will be publicly opened and read at 3:00 p.m. PDT that day in the office of the Columbia SWCD.

#### **SECTION 5. FORM OF BID**

All bids must be written in the space provided, either typed or in ink, on the Bid Form provided herein. No facsimile or other electronically submitted Bids will be accepted. The Bid is subject to and incorporates by reference all of the Contract Documents for this project. Bids must be signed by an authorized representative or representatives of the bidder. The Bid must be presented in sealed envelopes to the Columbia Soil and Water Conservation District, Oregon, before the time stated and shall be marked with the words "BID FOR Batwater Station Floodplain Enhancement 2015" or similar words. Bidders shall fill in all required information on the Bid Form and Bid Schedule included in the Bid Documents.

#### **SECTION 6. PUBLIC WORKS CONTRACT**

This project is a public works project and is subject to ORS 279C.800 through ORS 279C.870 and the Davis-Bacon Act, 40 U.S.C. 3141 to 3148. No Bid will be considered unless the Bid contains a statement by the Bidder that ORS 279C.838, ORS 279C.840 or 40 U.S.C. 3141 to 3148 will be complied with. The existing State and Federal prevailing rates of wage that must be paid to workers in each trade or occupation by the successful Bidder and each Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract are included in the Solicitation Documents, attached as Exhibit A and incorporated herein by this reference. Exhibit A also shows which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(b). A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The successful Bidder and any subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7) or (8).

#### **SECTION 7. ASBESTOS**

A contractor or subcontractor need not be licensed under ORS 468A.720, to be eligible for the contract.

#### **SECTION 8. CONSTRUCTION CONTRACTORS BOARD**

No Bid shall be considered unless the Bidder is licensed by the Construction Contractors Board as required by ORS 701.035.

#### **SECTION 9. NON-DISCRIMINATION CERTIFICATION**

Each Bidder shall certify by Bid Form signature that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small

business enterprise, certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

### **SECTION 10. RESIDENT BIDDER**

Each bid must identify whether the bidder is a resident bidder as defined in ORS 279A.120.

### **SECTION 11. ENVIRONMENTAL AND NATURAL RESOURCES LAWS; REMEDIES**

Provisions concerning environmental and natural resources laws and remedies are attached hereto as Exhibit B and Exhibit C, and incorporated herein by this reference.

### **SECTION 12. BID SECURITY**

Each Bid shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 10% of the total amount stated in the Bid as Bid security. The full amount of the Bid security shall be forfeited in the event the successful Bidder fails to execute a satisfactory Contract within ten (10) days following the date of receipt of the Contract prepared and ready for execution. The Bid security shall be taken and considered as liquidated damages and not as a penalty for failure of the Bidder to execute the Contract and bonds. The Bid security of all unsuccessful Bidders shall be returned after the Contract is executed, when all Bids have been rejected, or when a Bid has been properly withdrawn as provided in Section 14, below. The County will return the Bid security of the successful Bidder after the Bidder executes the Contract and delivers a good and sufficient performance bond, a good and sufficient payment bond and proof of insurance.

### **SECTION 13. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF OFFERS**

1. Modifications. A Bidder may modify its Bid in writing prior to the Bid Closing. A Bidder shall prepare and submit any modification to its Bid to the County in accordance with OAR 137-049-0280. Any modification must include the Bidder's statement that the modification amends and supersedes the prior Bid. The Bidder shall mark the submitted modification as follows:
  - a. Bid modification; and
  - b. Batwater Station Floodplain Enhancement 2015
  
2. Withdrawals.
  - a. A Bidder may withdraw its Bid by written notice submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder, delivered to Kari Olsen-Hollander, District Manager, and received by the Columbia SWCD prior to Closing. The Bidder or authorized representative of the Bidder may also withdraw its Bid in person prior to Closing, upon presentation of appropriate identification and satisfactory evidence of authority.
  - b. The Columbia SWCD may release an unopened Bid withdrawn under 2(a), to the Bidder or its authorized representative, after voiding any date and time stamp mark.

- c. The Bidder shall mark the written request to withdraw a Bid as follows:
  - i. Bid withdrawal; and
  - ii. Batwater Station Floodplain Enhancement 2015

#### **SECTION 14. LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS**

Any Bid received after Closing is late. A Bidder's request for withdrawal or modification of a Bid received after Closing is late. The Columbia SWCD will not consider late Bids, withdrawals, or modifications except as permitted in OAR 137-049-0350 or OAR 137-049-0390.

#### **SECTION 15. CONTRACT AWARD**

After Bids are opened and a determination is made that a public improvement contract is to be awarded, the County shall award the contract to the lowest responsible Bidder. The Contract will be awarded as a whole to one Bidder. The Contract will be prepared by the Columbia SWCD Contract Administrator and will consist of duplicate originals, including a copy of the accepted Bid. The Contract will be delivered or made available to the successful Bidder for execution. Both copies of the Contract shall be signed by the Contractor and returned to the Columbia SWCD within ten (10) calendar days of mailing, along with the required Certificates of Insurance and performance and payment bond for final approval, dating and execution by the Columbia SWCD. The Contract will not be effective until finally approved, dated and executed by the Columbia SWCD. After execution by the Columbia SWCD, an originally signed copy of the Contract will be delivered or made available to the Contractor and the Bid security will be returned.

#### **SECTION 16. OFFER EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY**

1. The Columbia SWCD will be evaluating Bids on a unit price basis. The total Bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder for the purpose of comparing Bids.
2. If awarded, the Columbia SWCD will award the Contract to the Responsible Bidder submitting the lowest Responsive Bid, provided that such Bidder is not listed by the Construction Contractors Board as being disqualified to hold a Public Improvement Contract, See ORS 279C.375(3)(a).
3. Bidders are required to demonstrate their ability to perform satisfactorily under a contract. Before awarding a contract, the Columbia SWCD must have information that indicates that the Bidder meets the standards of responsibility. To be a Responsible Bidder, the County must determine that the Bidder:
  - a. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
  - b. Holds current licenses that businesses or service professionals operating in Oregon must hold in order to perform the work specified in the contract;
  - c. Is covered by liability insurance and other insurance in the amounts the County requires in the Contract Documents;

- d. Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
  - e. Has made the first-tier subcontractor disclosure, required by Section 23, below;
  - f. Has a satisfactory record of contract performance. The Columbia SWCD may review the Bidders' performance on both private and public contracts in determining the Bidders' record of contract performance;
  - g. Has a satisfactory record of integrity. A Bidder may lack integrity if the Columbia SWCD determines the Bidder demonstrates a lack of business ethics such as a violation of state environmental laws or false certifications made to a Contracting Agency. The Columbia SWCD may find a Bidder not Responsible based on the lack of integrity of any person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidder's performance of the Contract or a parent company, predecessor or successor person);
  - h. Is qualified legally to contract with the Columbia SWCD; and
  - i. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the Columbia SWCD concerning responsibility, the Columbia SWCD will base the determination of responsibility upon any available information, or may find the Bidder not Responsible.
4. The Columbia SWCD may require a Bidder to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to Award
    - a. Demonstration, inspection or testing of a product prior to Award for characteristics such as compatibility, quality of workmanship;
    - b. Examination of such elements as appearance or finish; or
    - c. Other examinations to determine whether the product conforms to Specifications.
  5. The Columbia SWCD will seek information from a Bidder only to clarify the Bidder's Bid. Such clarification may not vary, contradict or supplement the Bid. A Bidder must submit written and signed clarifications and such clarifications will become part of the Bidder's Bid.

## **SECTION 17. PERFORMANCE/PAYMENT SECURITY**

The successful Bidder shall promptly acquire and deliver, along with the executed Contract, to the Columbia SWCD a good and sufficient performance bond, subject to approval by the Columbia SWCD, in a sum equal to 100% of the Contract price to secure faithful performance of the Contract. In lieu of a surety bond, the successful bidder may propose, and the Columbia SWCD may permit, the bidder to submit a cashier's check, certified check or cash in the amount of 100% of the contract price. The performance bond must be solely for the protection of the Columbia SWCD. The Columbia SWCD may permit the successful Bidder to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

The successful Bidder shall promptly acquire and deliver a payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state. The bonds

may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the Columbia SWCD and shall be in a form approved by the Columbia SWCD.

## **SECTION 18. RIGHT TO WAIVE INFORMALITIES AND/OR REJECT BID PROPOSALS**

The Columbia SWCD reserves the right to waive minor informalities in the Bids received. The Columbia SWCD may also reject any Bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under Section 16, above, and may reject for good cause any or all Bids upon a finding by the Columbia SWCD that it is in the public interest to do so, in accordance with OAR 137-049-0440.

## **SECTION 19. ADDENDA**

1. The Columbia SWCD may change the solicitation by written Addenda. A Bidder shall provide Written acknowledgment of receipt of all issued Addenda with its Bid, unless the Columbia SWCD otherwise specifies in the Addenda.
2. The Columbia SWCD shall notify prospective Bidders of Addenda. The Columbia SWCD will email addenda to all prospective bidders who have contacted Columbia SWCD and were added to the Columbia SWCD's plan holders list.
3. The Columbia SWCD shall issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bids. The Columbia SWCD may extend the Closing if the Columbia SWCD determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the Columbia SWCD shall not issue Addenda less than 72 hours before the Closing unless the Addendum extends the Closing.
4. Unless a different deadline is set forth in the Addendum, a Bidder may submit a written request for change or protest to the Addendum, as provided in OAR 137-049-0260, by the close of the Columbia SWCD's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever is later. The Columbia SWCD shall consider only a Bidder's request for change or protest to the Addendum. The Columbia SWCD shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Bidder submits the request for change or protest before the deadline for the Columbia SWCD's receipt of request for change or protests as set forth in OAR 137-049-0260(2) and (3).

## **SECTION 20. PROTEST PROCEDURES**

An adversely affected or aggrieved Bidder may submit a written protest of the Columbia SWCD's intent to award within 7 days after issuance of the notice of intent to award the contract.

The Bidder's protest must be in writing and must specify the grounds upon which the protest is based. A

Bidder is adversely affected or aggrieved only if the Bidder is eligible for award of the contract as the responsible Bidder submitting the lowest Responsive Bid and is next in line for award, in accordance with OAR 137-049-0450. The Columbia SWCD will not consider a protest submitted after the time period for protests is up. The Columbia SWCD Board of Directors, or its designee, may settle or resolve a written protest submitted in accordance with the



requirements of this section. If a protest is not settled, the Columbia SWCD Board of Directors, or its designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute. The successful Bidder shall promptly execute the Contract after the award is final. The Columbia SWCD shall execute the Contract only after it has obtained all applicable required documents and approvals.

## **SECTION 22. PREPARATION COSTS**

All costs associated with Bid preparation shall be at the Bidder's sole cost and expense.

## **SECTION 23. FIRST-TIER SUBCONTRACTOR DISCLOSURE**

Within two working hours after the Bid Closing, all Bidders shall submit to the person authorized to receive bids, a first-tier subcontractor disclosure on the form provided, identifying any first-tier subcontractors that will be furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

- (A) Five percent of the total Contract price, but at least \$15,000; or
- (B) \$350,000, regardless of the percentage of the total Contract Price.

## **SECTION 24. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS**

- A. Clarification. Prior to the deadline for submitting a written request for change or protest, a Bidder may request that the Columbia SWCD clarify any provision of the Solicitation Document. The Columbia SWCD's clarification to a Bidder, whether orally or in writing, does not change the Solicitation Document and is not binding on the Columbia SWCD unless the Columbia SWCD amends the Solicitation Document by Addendum.
- B. Request for Change. A Bidder may request in writing a change to the specifications or Contract terms and conditions. A Bidder must deliver the written request for change to the Columbia SWCD not less than 10 days prior to Closing. The Request for Change must include a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change. The Bidder shall mark the Request for Change with "Contract Provision Request for Change" and the Solicitation Document number.
- C. Solicitation Protests. A Bidder may protest Specifications or Contract terms and conditions by delivering a Written Protest to the Columbia SWCD not less than 10 days prior to Closing. The Protest shall include a detailed statement of the legal and factual grounds for the Protest, a description of the resulting prejudice to Bidder and a statement of the desired changes to the Contract terms and conditions, including Specifications. The Bidder shall mark the Protest with "Contract Provision Protest" and the Solicitation Document number.

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## Batwater Station Floodplain Enhancement - 2015

The undersigned and bidder declare(s), propose(s) and agree(s) as follows:

1. The undersigned has authority to complete and sign this Bid on behalf of the person, firm, business or corporation named herein as bidder.
2. The full legal name(s) of the bidder is \_\_\_\_\_  
\_\_\_\_\_.
3. The only persons, firms, businesses or corporations interested in this Bid as principals are named as bidders above or as officers, partners, joint venturers or parties below.
4. This Bid is made without collusion with any person, firm, business or corporation other than those named herein.
5. The bidder has carefully examined the Contract Documents (consisting of the Invitation for Bids, Instructions to Bidders, Bid Form, Bid Schedule, First-Tier Subcontractor Disclosure Form, Sample Contract, Special Provisions, Specifications, Oregon Bid Bond, Oregon Performance and Payment Bonds, Environmental and Natural Resources Laws and Remedies, Drawings and Prevailing Wage Rates), and the site(s) of the proposed work.
6. The bidder understands and agrees that this Bid is subject to all of the terms and conditions of the Contract Documents, and any addenda thereto, and the same are incorporated herein by this reference.
7. If this Bid is accepted, bidder will: a) execute the approved form of Contract with Columbia SWCD; b) provide the performance security, if any, specified in the Contract Documents; c) will provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work required; d) furnish all the materials necessary; and e) do all of the foregoing in the manner and time prescribed in, and according to the requirements set forth in, the Contract Documents.
8. If this Bid is accepted and the bidder fails to or neglect to execute and return the Contract, and provide performance security, if required, within ten (10) days from the date of receiving from the Columbia SWCD the Contract prepared and ready for execution, the Columbia SWCD may, at its option, determine that the bidder has abandoned the Contract, declare the bid security described in the Instructions to Bidders, if any, forfeited, and award the Contract to the next lowest responsible bidder.
9. The Bidder will make all the payments to workers, suppliers and agencies required under the Contract in the manner described in the Contract Documents; the bidder will comply with all other applicable provisions of Oregon Law, Columbia SWCD Ordinances and rules relating to public contracting including the provisions of ORS 279C.840 and the Davis Bacon Act (40 USC 276a), if applicable.
10. The bidder by whom this Bid is submitted, and by whom the contract will be entered into in case award is made to the bidder, is a(n): **individual / sole proprietorship / partnership / corporation / other**  
\_\_\_\_\_ (mark out all but correct title).
11. The names, addresses, titles and phone numbers of the president, secretary - treasurer and manager of the bidding corporation or names, addresses, titles and phone numbers of all officers, partners, joint ventures or other parties interested in this Bid are as follows:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_

(Attach additional sheets if necessary.)

12. The undersigned Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts. Failure of a Bidder not to so discriminate shall be grounds for disqualification.

13. The Bidder's Bid is as shown in the following bid schedule:

**BID SCHEDULE**

**Batwater Station Floodplain Enhancement - 2015**

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS		
2	EROSION AND SEDIMENT CONTROL PLAN	1	LS		
3	SEDIMENT FENCE	430	LF		
4	DEMOLITION	1	LS		
5	CLEARING AND GRUBBING	1	LS		
6	STEEL T-POSTS	47	EA		
7	UTILITY TRENCHING	1070	LF		
8	1-1/4 INCH WATER PIPE	1070	LF		
9	1-1/2 INCH TELECOMMUNICATION CONDUIT	1070	LF		
10	DEWATERING	1	LS		
11	GENERAL EXCAVATION	8800	CY		
12	ENGINEERED FILL – ROAD CONSTRUCTION	2270	CY		
13	AGGREGATE SURFACE COURSE	181	TON		
14	AGGREGATE BASE COURSE	272	TON		
15	CATTLE PATH AGGREGATE SURFACE	44	TON		
16	CATTLE PATH AGGREGATE BASE	44	TON		
17	BEAVER PILE	19	EA		
18	LOGS WITH ROOTWADS		EA		
19	LOGS WITHOUT ROOTWADS		EA		
20	PLACEMENT OF LOG STRUCTURES	14	EA		
21	FIBRE ROLL	1420	LF		
22	SEEDING AND MULCHING	12	acre		

**Batwater Station Floodplain Enhancement - 2015 CONSTRUCTION TOTAL \$ \_\_\_\_\_**

OPTIONAL BID ITEMS (ONLY NECESSARY AT THE DISCRETION OF THE ENGINEER DUE TO UNFORESEEN CIRCUMSTANCES)

23	EXCAVATION UNSUITABLE MATERIALS	COST PER	CY		
24	ROCK EXCAVATION	COST PER	CY		
25	ENGINEERED FILL	COST PER	CY		

Notes:

- Quantities shown are approximate only; the Contractor shall be responsible for all work indicated on the Drawings.
- Optional bid items are not shown on the Drawings, but may be required due to unforeseen circumstances at the discretion of the Engineer.
- In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.
- The cost estimate assumes 100% of the Engineered Fill to raise the elevation of the roadway is reused from the levee excavation, with exception of the imported aggregate base course and aggregate surface course.
- The material excavated from the channels is assumed to be reused in the Engineered Fill used to construct the hummocks. The cost estimate assumes that no Engineered Fill is imported for use in the mounds and all of the excess material will be placed in the stockpile area.

Remarks (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

BIDDER: \_\_\_\_\_  
(Business Name)

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Printed Name of Signator)

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Second Representative if required)

Name: \_\_\_\_\_  
(Printed Name of Signator)

Title: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

(Unless indicated otherwise below, all business communications regarding this Bid and Contract will be made to the business address and phone number shown above.)

If other than above, all communications should be made to:

Alternate Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: Batwater Station Floodplain Enhancement - 2015

BID CLOSING: Date: May 7, 2015 Time: 3:00 p.m.

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

Instructions for First-Tier Subcontractor Disclosure: Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.00 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (a) 5% of the project bid, but at least \$15,000.00; or
- (b) \$350,000.00, regardless of the percentage of the total bid.

The disclosure of first-tier subcontractors shall include:

- (a) The subcontractor’s name;
- (b) The category of work that the subcontractor would be performing; and
- (c) The dollar value of the 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 form, below. **THE COLUMBIA SWCD MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (See OAR 137-049-0360)**

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	DOLLAR VALUE	CATEGORY OF WORK
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

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

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_

Phone no.: \_\_\_\_\_

**OREGON BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ hereinafter 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 \_\_\_\_\_,

hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for \_\_\_\_\_

\_\_\_\_\_ said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void, if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

Attorney-in-Fact



**OREGON PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL BY THESE PRESENT, that \_\_\_\_\_  
\_\_\_\_\_

as CONTRACTOR (Principal), and \_\_\_\_\_  
\_\_\_\_\_

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,  
are jointly and severally held and bound unto \_\_\_\_\_  
\_\_\_\_\_

the OWNER (Obligee) herein, in the sum of \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279C, of the State of Oregon, the  
provisions of which are hereby incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, \_\_\_\_\_

the CONTRACTOR entered into a certain Contract with

for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS;

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such  
Contract for the duration thereof, including the guarantee period, and promptly pay all laborers,  
mechanics, subcontractors, material men, and all persons who shall supply such work and services,  
and save harmless the OWNER, its officers, agents, and employees from all claims therefore, or from  
any claim for damages or injury to property or persons arising by reason of the work; and shall, in  
time and manner, faithfully do, perform, and furnish all matters and things as by them in the Contract  
undertaken, and as by law, local, state, and federal, prescribed, then this obligation shall be void;  
otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER:

In no event shall the SURETY be liable for a greater sum than the obligation of this bond.

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time,  
alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the

Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

SURETY

By \_\_\_\_\_  
Attorney-In-Fact

Approved as to Form: \_\_\_\_\_, 2010

\_\_\_\_\_, OWNER

By \_\_\_\_\_

**OREGON PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL BY THESE PRESENT, that \_\_\_\_\_  
\_\_\_\_\_

as CONTRACTOR (Principal), and \_\_\_\_\_  
\_\_\_\_\_

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,  
are jointly and severally held and bound unto \_\_\_\_\_  
\_\_\_\_\_

the OWNER (Obligee) herein, in the sum of \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279C, of the State of Oregon, the  
provisions of which are hereby incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, \_\_\_\_\_

the CONTRACTOR entered into a certain Contract with

for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS;

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such  
Contract for the duration thereof, including the guarantee period, and promptly pay all laborers,  
mechanics, subcontractors, material men, and all persons who shall supply such work and services,  
and save harmless the OWNER, its officers, agents, and employees from all claims therefore, or from  
any claim for damages or injury to property or persons arising by reason of the work; and shall, in  
time and manner, faithfully do, perform, and furnish all matters and things as by them in the Contract  
undertaken, and as by law, local, state, and federal, prescribed, then this obligation shall be void;  
otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER:

In no event shall the SURETY be liable for a greater sum than the obligation of this bond.

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time,  
alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the

Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

SURETY

By \_\_\_\_\_

Attorney-In-Fact

Approved as to Form: \_\_\_\_\_, 2010

\_\_\_\_\_, OWNER

By \_\_\_\_\_

## **SPECIAL PROVISIONS**

### **SECTION 1. STANDARD OF WORKMANSHIP**

The standard of workmanship for this Contract shall meet or exceed those provided by the Specifications for this Contract.

### **SECTION 2. MATERIALS**

The materials used in this Contract shall meet or exceed those stated in the Specifications. However, prior approval by the Columbia SWCD Representative must be obtained before deviating from the materials, if any, prescribed in the Specifications.

### **SECTION 3. EXAMINATION OF LOCATION AND CONDITIONS.**

It is understood that CONTRACTOR, prior to signing this Contract, has made a careful examination of the contents of this Contract and has obtained complete information as to the quantity, locality and character of work to be performed hereunder. CONTRACTOR has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. COLUMBIA SWCD in no case will be responsible for any loss or cost that may be suffered by CONTRACTOR as a consequence of the failure by CONTRACTOR to be so informed.

### **SECTION 4. ORDER AND PROGRESS OF WORK**

The work under this Contract shall be planned and conducted in such a manner and with such forces as to secure completion within the time allotted. The order and sequence of the work and its general conduct shall be subject to approval of the County Representative, which shall, however, not affect or diminish the full responsibility of the CONTRACTOR for the work.

### **SECTION 5. SCOPE OF WORK.**

The intent of this Contract is to provide for the execution and completion in every detail of the work described herein. Except as herein otherwise specified, the CONTRACTOR shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete, according to the Specifications, the work to be done under this Contract. This shall be understood to include, in addition to the work specifically called for in the Specifications, the performance of such additional and extra work as may appear to the Columbia SWCD Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner.

### **SECTION 6. COMMENCEMENT OF WORK**

Upon award of the Contract by COLUMBIA SWCD, the CONTRACTOR shall furnish COLUMBIA SWCD the following:

- a. Duplicate originals of this Contract duly executed by CONTRACTOR.
- b. Evidence of having secured any permits or licenses, payment of any fees or charges and posting of any notices as may be required by law.
- c. A list of proposed subcontractors, if any, subject to Columbia SWCD approval pursuant to Section 18 below.
- d. The Payment Bond, Performance Bond and Certificates of Insurance required by Sections 7, 14 and 22 of the Contract.

Upon receipt of the above, the COLUMBIA SWCD will determine whether to approve the Contract. No work shall commence until the COLUMBIA SWCD has approved, dated and executed the duplicate original Contracts and authorized CONTRACTOR to begin work. The COLUMBIA SWCD shall not be responsible for delay by CONTRACTOR in supplying the necessary items described above in this section and any such delay shall not be grounds for extension of the completion date specified herein.

#### **SECTION 7. INSURANCE.**

1. CONTRACTOR, and any subcontractors, shall secure and maintain during the entire course of this Contract, and any extension hereof, comprehensive general liability insurance coverage from an insurance company authorized to do business in Oregon. The policy shall name Columbia SWCD, its officers, agents and employees as additional named insured. The insurance limits shall be not less than \$1,066,700 million per occurrence for bodily injury and property damage.
2. CONTRACTOR, and any subcontractors shall secure and maintain during the entire course of this Contract, and any extension hereof, liability insurance covering each automobile utilized in performance of the agreement from an insurance company authorized to do business in the State of Oregon. The policy shall name Columbia SWCD, its officers, agents and employees as additional named insured.. Unless otherwise provided in the Special Provisions, the insurance limits shall be not less than \$1,066,700 million per occurrence for bodily injury and property damage.
3. CONTRACTOR, and any subcontractors, shall secure and maintain during the entire course of this Contract, and any extension hereof, workers' compensation insurance from an insurance company authorized to do business in the State of Oregon. CONTRACTOR shall carry on work to be done under this Contract in accordance with the Workers' Compensation and Employer's liability laws of the State of Oregon during the effective period of this Contract.

4. Prior to commencing work, the CONTRACTOR, and any subcontractors, shall furnish certificates of insurance, including workers' compensation insurance, as evidence of the insurance coverage required by this Contract. The policy shall name Columbia SWCD, its officers, agents and employees as additional named insured. The insuring company or companies shall agree on the certificate or an attachment thereto that COLUMBIA SWCD shall be given at least thirty (30) days prior written notice of cancellation, non-renewal or a material change of the insurance.

## **SECTION 8. INSPECTION**

This Contract is to be executed under the supervision of the Columbia SWCD Representative, who will act under instruction of the Columbia SWCD board of Directors. The Columbia SWCD Representative may provide for the inspection, by assistants and inspectors under his/her direction, of all materials used and all work done under this project. No deviation from the specifications for this project shall be made by the CONTRACTOR without first obtaining the consent and approval of the Columbia SWCD Representative. The Columbia SWCD Representative and his/her inspectors shall have free access to all information relating to the work and materials for the project which the Columbia SWCD Representative may deem necessary or pertinent and with such samples as may be required. The CONTRACTOR shall, at his/her own expense, supply the inspectors with such labor assistance as may be necessary in handling of materials for proper inspection and, in case the CONTRACTOR neglects or refuses to do so, such labor as may be necessary shall be employed by the Columbia SWCD Representative and the expense so incurred shall be deducted from the money then due, or which may become thereafter due the CONTRACTOR. Inspectors shall have authority to reject defective material and to suspend any work that is being done improperly, subject to final decision of the Columbia SWCD Representative. Inspectors shall have no authority to permit deviations from, or to relax, any of the provisions of these Specifications nor to delay the CONTRACTOR by failure to inspect materials and work with reasonable promptness. The Columbia SWCD Representative during the actual progress of the work, shall furnish the CONTRACTOR with such detailed drawing as may be necessary to more fully illustrate the work, and all such drawings shall be considered a part of the Specifications of the project.

The payment of compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any inspector, directly or indirectly, is directly prohibited, and any such act on the part of the CONTRACTOR will constitute a violation of this Contract.

## **SECTION 9. ALTERATIONS IN DETAIL**

COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided, however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the change and cost increase is approved in writing by the CONTRACTOR prior to the execution of the additional work. Any changes or alterations so made shall not invalidate this

Contract nor release the surety of CONTRACTOR on the Performance Bond, and CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original Contract.

#### **SECTION 10. DISCHARGE OF EMPLOYEES.**

Any employee of the CONTRACTOR whose work is unsatisfactory to the COLUMBIA SWCD Representative shall be discharged or reassigned by CONTRACTOR and not allowed to work on the job again without written consent of the Columbia SWCD Representative.

#### **SECTION 11. PUBLIC CONVENIENCE.**

During the progress of the work, the convenience of the public must be provided for as far as practical.

#### **SECTION 12. PROTECTION OF PROPERTY AND PERSONS**

1. The CONTRACTOR shall, at his/her own expense, provide, erect and maintain at all times during the progress of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide and maintain such lights, signals and flaggers as may be necessary or as may be ordered by the Columbia SWCD Representative to insure the safety of the public, and the protection of the work and those engaged in connection with the work.
1. The CONTRACTOR shall continuously maintain adequate protection of all areas near the work from damage and shall protect the COLUMBIA SWCD'S property from unintended loss arising in connection with this agreement. CONTRACTOR shall adequately protect adjacent property as provided by law, regulations and industry practice. The CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the COLUMBIA SWCD.
2. The CONTRACTOR shall protect from damage to all buildings, trees, shrubs, lawns and all landscape work indicated or directed to remain. Any such property damaged shall be repaired or replaced at the CONTRACTOR'S expense.

#### **SECTION 13. CLEANING UP**

The CONTRACTOR shall remove all debris and excess materials from the work site. Upon the completion of the work, and before acceptance and final payment shall be made, the CONTRACTOR shall clean up and remove from the work site, all surplus and discarded materials, rubbish and debris of all kind. CONTRACTOR shall restore in an acceptable manner all propoerty, both public and private which has been damaged during the prosecution of the work, and shall leave the work site in a neat and orderly condition to the satisfaction of the Columbia SWCD Representative.

#### **SECTION 14. EXTENSION OF TIME**



With reference to the Contract time originally given in the proposal and Contract, the CONTRACTOR can request the COLUMBIA SWCD to extend the original time limit. If the COLUMBIA SWCD agrees that an extension should be granted because of an unforeseen reason, the original time limit will be extended by the amount of days the CONTRACTOR is prevented from performing work under the Contract for one or another of the following causes or reasons:

1. Acts of God, such as an earthquake, flood, cloudburst, tornado, hurricane or other phenomenon of nature of catastrophic proportions or intensity.
2. Epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes and acts of public enemy.
3. Periods when the work is temporarily suspended upon written order of the Columbia SWCD Representative.

### **SECTION 15. ADJUSTMENT OF CONTRACT**

Notwithstanding any other provisions of this Contract, COLUMBIA SWCD may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the work to be done under the Contract is caused by major catastrophes or disasters resulting from acts of God, windstorms, floods, fire, or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of CONTRACTOR or the representatives, employees or assignees of CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible, provided, however, that any loss or cost to CONTRACTOR is in no way recoverable from third parties through action or otherwise by CONTRACTOR, and provided further that CONTRACTOR make written application to COLUMBIA SWCD within thirty (30) days after the event.

### **SECTION 16. CAUSES BEYOND CONTROL.**

In the event CONTRACTOR is prevented by cause or causes beyond control of CONTRACTOR from performing any obligation of this Contract, such non-performance shall not be deemed to be a breach of this Contract such as to render CONTRACTOR liable in damages therefor or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, CONTRACTOR shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. By "cause or causes beyond control" as used in this section is meant any one or more of the following causes affecting operations of CONTRACTOR: fire or other casualties and accidents; strikes, riots and civil commotions; wars and acts of public enemies; storms, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; and acts of God and other similar circumstances beyond the control of the CONTRACTOR.

### **SECTION 17. DEFAULT**

If at any time the CONTRACTOR shall violate any of the provisions of this Contract, or shall

neglect or refuse to prosecute the work with reasonable diligence, or should refuse or neglect to perform the work according to the Contract Documents, COLUMBIA SWCD may give CONTRACTOR a written notice setting forth with reasonable particularity the default, deficiency or failure to comply with the Contract or this clause. In addition, the COLUMBIA SWCD may suspend any further operations of CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to correct such deficiency within a period of ten (10) calendar days after receipt of such notice, or, in the event corrective work shall take a longer period of time, to begin corrective measures within ten (10) calendar days and proceed thereafter with due diligence, the CONTRACTOR shall be in default. COLUMBIA SWCD shall thereafter have the right, without further notice to the CONTRACTOR, and without voiding the Contract to take possession of all materials, to complete work, and to charge the cost of so doing against CONTRACTOR. Should the unpaid balance of the contract price exceed the expense of finishing the project, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expenses shall exceed the balance due the CONTRACTOR, CONTRACTOR and Surety on its bond provided for herein agree to pay the excess to COLUMBIA SWCD.

The determination by the Columbia SWCD Representative of a question as to whether any of the terms of the Contract or Specifications have been violated, or have not been performed satisfactorily, shall be appealable to the Columbia SWCD board of Directors whose decision shall be conclusive upon the CONTRACTOR and his or her surety, and any and all other parties who may have any interest in the Contract or any portion thereof.

The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COLUMBIA SWCD under law.

#### **SECTION 18. SUBCONTRACTING**

No portion of the Contract shall be sublet, subcontracted or performed by others than the CONTRACTOR'S own organization except with the written consent of the COUNTY. Requests for permission to sublet or subcontract any portion of the Contract or to have any of the work performed by others than his/her own organization shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The CONTRACTOR shall perform with his/her own organization contract work amounting to not less than fifty (50%) percent of the amount of the Contract as awarded. The term "CONTRACTOR'S OWN ORGANIZATION" shall be construed to include only workers employed and paid directly by CONTRACTOR and equipment owned or rented by him/her. The CONTRACTOR shall prior to commencing work, notify the County Representative in writing of the names of any subcontractors and supplier of materials for the project. If subcontractors are to be used on this Contract, such subcontractors shall be bound by all of the provisions of this Contract including the requirement to supply certificates of insurance as provided in Section 7 above. Other subcontracting provisions are found in ORS 279C.370 and are listed below.

## **SECTION 19. LIABILITY OF PUBLIC OFFICIALS.**

In carrying out of any of the provisions of this Contract, or in exercising any power of authority granted under this Contract, there will be no liability on the Columbia SWCD Board of Directors, members of said board and its officers, agents, employees and authorized representatives of the Board, either personally or as officials of the COLUMBIA SWCD, it always being understood that in such matters they act solely as agents and representatives of Columbia SWCD.

## **SECTION 20. LAWS, REGULATIONS AND ORDERS.**

CONTRACTOR at all times shall observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and local ordinances, orders, rules and regulations, which in any manner affect the activities of CONTRACTOR under this Contract, and further, shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies of tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

Payment for work under this Contract after June 30 of any given year is subject to funds being budgeted by the Columbia SWCD Budget Committee. This Contract is subject to the provisions of ORS Chapter 279C (Public Contracting), ORS 294 (Local Budget Law), Article XI, Section 10 of the Oregon Constitution and any and all Oregon statutes and Columbia County ordinances and rules relating to public contracting.

## **SECTION 21. SUSPENSION OF ACTIVITIES**

COLUMBIA SWCD shall have the authority to suspend, wholly or in part, the activities of CONTRACTOR and assignees of CONTRACTOR under this contract for such period or periods of time as COLUMBIA SWCD may deem necessary to protect the public interest.

## **SECTION 22. ADVANCE PAYMENTS TO CONTRACTOR.**

Upon request by CONTRACTOR to be paid for completion of part of the total work to be done hereunder, COLUMBIA SWCD may make such payment, if in the sole opinion of COLUMBIA SWCD the work has been satisfactorily completed and the quantity of work can be verified.

The request from CONTRACTOR for such advance payment must be in writing and include a statement showing the quantity of work completed and the amount payable for such work at the contract unit price.

## **SECTION 23. NON-DISCRIMINATION.**

The CONTRACTOR shall comply with the provisions of Chapter 659, Oregon Revised Statutes, which prohibits unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age, or because of an expunged juvenile record. Particular reference is made to ORS 659.030 which states that it is an unlawful employment practice for an employer, because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older, or because of an expunged juvenile record, to refuse to hire or employ, or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

## **SECTION 24. LIQUIDATED DAMAGES.**

In the event all of the work required under this Contract is not completed within the time specified in the Contract or any lawful extension thereof, CONTRACTOR agrees that damage will be sustained by COLUMBIA SWCD as a result, but to definitely determine and ascertain the actual amount of damages either before or after the occurrence thereof would be difficult and impractical. The sum stated in the Section 16 of the Contract for liquidated damages for each and every calendar day that completion of the work is delayed beyond the prescribed completion or lawful extension thereof is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time. When assessed by the COLUMBIA SWCD, CONTRACTOR shall become liable for and pay to the COLUMBIA SWCD as liquidated damages and not as a penalty said sum per day for each and every calendar day of delay. It is agreed by the parties to the Contract, that the amount of liquidated damages shall be \$1000 per day for each and every calendar day of such delay that roadway is still closed to traffic. The amount of such liquidated damages may be deducted by the contracting agency from any compensation due or that may become due under this Contract and the CONTRACTOR and his or her surety shall be liable for any excess damages due.

In the event CONTRACTOR is directed to perform extra or additional work, the number of calendar days specified in the Contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra additional work bears to the original contract value.

Liquidated damages shall not be assessed for any delays caused by the default, act or omission of COLUMBIA SWCD, the State, public enemy or act of God, or as provided in Sections 14, 16, and/or 20 of the Special Provisions, providing CONTRACTOR shall within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the Columbia SWCD Representative, whose findings in connection therewith shall be final and conclusive.

**SECTION 25. TIME OF ESSENCE.**

The parties agree that time is of the essence in this agreement. Work shall take place during Lower Columbia River in-water work period beginning July 15, 2015 and ending September 15, 2015.

# Exhibit 1

## Oregon and Federal Prevailing Wage Rates

[http://www.oregon.gov/boli/WHD/PWR/Pages/January\\_2015\\_Index.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/January_2015_Index.aspx)

# **Exhibit 2**

## **Regulatory Permit Conditions**