

NON-PREVAILING WAGE RATE CONTRACT FOR CONSTRUCTION
TILLAMOOK COUNTY AND RICK LOFTON HOME SOLUTIONS -
REPAIR AND REPLACEMENT OF ROOF IN SOUTH COUNTY PUBLIC WORKS
BUILDING PROJECT

This contract is entered into, in duplicate, by and between Tillamook County, a political subdivision of the State of Oregon, hereafter called "county", and Rick Lofton Home Solutions, hereafter called "contractor", for the project entitled "REPAIR AND REPLACEMENT OF ROOF IN SOUTH COUNTY PUBLIC WORKS BUILDING PROJECT", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and County mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for services provided by contractor to county shall be in the amount quoted in the "Bid Form" which is the cost to county of Twenty-Nine Thousand One Hundred and 00/100 Dollars (\$29,100.00), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this project is October 31, 2021.
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1 This Contract;
 - 3.2 The Bid Form;
 - 3.3 General Conditions.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to perform and complete the work herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the 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 county, its agents or employees.
6. Contractor shall not permit any lien or claim to be filed or prosecuted against the county and shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to the performance of this contract. Contractor shall indemnify and save harmless the county from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

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County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out and in consideration of the faithful performance of the work as set forth in the contract documents in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided in the applicable specifications and schedule of contract prices.

The parties mutually agree as follows:

8. MISCELLANEOUS

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

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

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

8.5 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

8.6 Notices

Any notice required or permitted under this contract shall be in writing and deemed given when:

8.6.1. Actually delivered, or

8.6.2. Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address.

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8.7 Termination

The contract may be cancelled at the election of the county for any willful failure on the part of the contractor to faithfully perform the contract according to its terms.

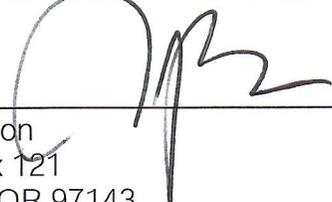
ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.

Approved as to form and content this 21st day of July, 2021.


Contract Officer

Dated this 27 day of July, 2021.

CONTRACTOR: RICK LOFTON HOME SOLUTIONS


Rick Lofton
P.O. Box 121
Netarts, OR 97143
503-244-2716
Lofton.rick@gmail.com

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Dated this ____ day of _____, 2021.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

Mary Faith Bell Baertlein, Chair

____ ____ ____/____

David Yamamoto, Vice-Chair

____ ____ ____/____

Erin D. Skaar, Commissioner

____ ____ ____/____

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

Joel W. Stevens
County Counsel



Tillamook County Public Works

503 Marolf Loop Road, Tillamook, OR 97141
 County Road Phone: 503-842-3419
 Solid Waste Phone: 503-815-3975
 Fax: 503-842-6473
 Email: pubwks@co.tillamook.or.us
 TTY Oregon Relay Service

Chris Laity, P.E., Director

July 2, 2021

INFORMAL BID REQUEST

PROJECT: REPAIR AND REPLACEMENT OF ROOF

LOCATION: TILLAMOOK COUNTY PUBLIC WORKS BUILDING (SOUTH COUNTY)
 34500 HIGHWAY 101 SOUTH
 CLOVERDALE, OREGON 97122

Contractor to provide all labor and material to complete job per scope of work/bid sheet and materials specifications. Scope of work to include removal, clean up and disposal of existing roof, accessories and substrate debris as required.

ITEM	DESCRIPTION	QTY	RATE \$	AMOUNT \$
1	Flat/Top Roof Tear off two layers of roofing from the top/flat 10 square section, prep surface. Remove and cap two large vents as needed. Install 60mil TPO GAF Membrane Roof system Install perimeter clad metal Mechanically fasten plates and screws Heat weld seams. Install system according to Manufacturer's specifications.	Lump Sum		18,000.00
2.	Metal Repair Remove and replace 8 damaged metal Delta Rib 2'x20' with new panels as needed, match existing. Remove and Replace 2 bad pipe boots. Replace all necessary fasteners with new 1/4" x 2 1/2 " Neo Screws.	Lump Sum		7,500.00
3.	Siding Remove and replace 2'x12'x22' Fascia Boards with pre-primed cedar. Remove and replace (west side only) siding with Hardie plank or equivalent approx. 2 square or equivalent Install weather stop and drainable underlayment as needed.	Lump Sum		3,600.00
4.	Additional labor to remove and replace/repair dry rot or other work needed with preauthorization.	Hour	95.00	TBD
	TOTAL BID AMOUNT			29,100.00

AN EQUAL OPPORTUNITY EMPLOYER



Tillamook County Public Works

503 Marolf Loop Road, Tillamook, OR 97141

County Road Phone: 503-842-3419

Solid Waste Phone: 503-815-3975

Fax: 503-842-6473

Email: pubwks@co.tillamook.or.us

TTY Oregon Relay Service

Chris Laity, P.E., Director

Rick LOFTON Home Solutions
Richard C. Lofton owner

AUTHORIZED REPRESENTATIVE, DATE AND NAME OF ORGANIZATION

GENERAL:

- Tillamook County may reject any or all bids upon finding it is in the public interest to do so. The County reserves the right to waive any informality in bidding at its discretion.
- The successful bidder will be signing a contract with Tillamook County.
- Written bid response is required to be received by the Tillamook County Public Works Department, 503 Marolf Loop Road, Tillamook, OR 97141 by 4:00 p.m., July 13, 2021, or emailed to Jeanette Steinbach at jsteinba@co.tillamook.or.us. No bids will be accepted after that time.
- Questions, please call Chris Loffelmacher at 503-842-3420.

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GENERAL CONDITIONS

1. CONFLICTS

In case of conflict between the general conditions and the project specifications (also known as "special provisions"), the project specifications shall govern.

2. START OF WORK

2.1 The contractor is not authorized to go onto the property on which the work is to be done, nor move materials, equipment or workers onto that property, nor to start on-site work until the contract with the county is signed, the county sends the contractor written notice to proceed with the work and the contractor has filed the public works bond required in the invitation to bid.

2.2 The contractor shall coordinate with the county's designated representative in accordance with the project specifications.

3. TIME OF COMPLETION

The contract completion date for this project shall be October 31, 2021.

4. DESCRIPTION OF WORK (also known as project special provisions or specifications)

Contractor shall execute details of the contract in accordance with the attached project specifications.

5. LIQUIDATED DAMAGES

If the contractor fails to have all the work completed by the contract completion date, the contractor shall be assessed liquidated damages. The actual cost to the public for the failure of the contractor to complete the work on time will be difficult and/or impractical to determine. Therefore, it is agreed the contractor pay the county, not as a penalty but as liquidated damages, Four Hundred Dollars (\$400) per calendar day for each day after the contract completion date until all of the Contract work is completed.

6. PROGRESS PAYMENTS

6.1 The contractor shall receive progress payments for the work completed at the end of each month; less a five (5%) percent retainage.

6.2 Progress payments will be based upon estimates of the work completed, that are approved by the county's designated representative, as of the end of the month.

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- 6.3 Progress payments will include payment for materials delivered to the site, but not incorporated into the work. To receive progress payments for these materials the contractor shall provide the county with statements or invoices by the supplier stating the type, quantity and cost of the materials. Progress payments shall not be considered acceptance or approval of any work or waiver of any defects therein.
- 6.4 Contractor requests for progress payments shall be in a format following the bid line items to facilitate project cost tracking.
- 6.5 The payments will be made within thirty (30) days after the receipt of the contractor's invoice. Monthly invoices shall be submitted simultaneously to:

Tillamook County Public Works (Road)
503 Marolf Loop Road
Tillamook, Oregon 97141

7. INSURANCE

The contractor shall obtain and maintain such public liability and damage insurance as will protect the contractor for any and all claims for damage or personal injury, including death, which may arise from the operations under the contract. Such insurance shall provide coverage for not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a certificate of insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

8. PUBLIC CONTRACT PROVISIONS

- 8.1 The contractor shall include in each sub-contract for property or services entered into by the contractor and a first-tier sub-contractor, including a material supplier, for the purpose of performing this contract:
 - 8.1.1. A payment clause that obligates the contractor to pay the first-tier sub-contractor for satisfactory performance under its sub-contract

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within ten (10) days out of such amounts as are paid to the contractor by the county under this contract; and

- 8.1.2. An interest penalty clause that obligates the contractor, if payment is not made within thirty (30) days after receipt of payment from the county, to pay to the first-tier sub-contractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the sub-contract pursuant to ORS 279C.580. A contractor or first-tier sub-contractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier sub-contractor did not make payment when payment was due is that the contractor or first-tier sub-contractor did not receive payment from the county or contractor when payment was due. The interest penalty shall be:
 - 8.1.2.1. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - 8.1.2.2. Computed at the rate specified in ORS 279C.515(2); and
- 8.2 The contractor shall include in each of its sub-contracts, for the purpose of performance of such contract condition, a provision requiring the first-tier sub-contractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580(4) in each of its sub-contracts and to require each of its sub-contractors to include such clauses in their sub-contracts with each lower-tier sub-contractor or supplier.
- 8.3 If the contractor or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with a public 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.
- 8.4 A dispute between the contractor and a sub-contractor relating to the amount of entitlement of a sub-contractor to a payment or a late payment interest penalty under a clause including in the sub-contract, pursuant to this section, does not constitute a dispute to which the county is a party. The county shall not be included as a party in any administrative or judicial proceedings involving such a dispute.
- 8.5 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor.
- 8.6 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-

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- contractor in connection with the performance of the contract shall promptly be paid.
- 8.7 Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- 8.8 Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 8.9 If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- 8.10 If the contractor or a first-tier sub-contractor 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 thirty (30) days after receipt of payment from the public contracting agency or Contractor, the contractor or first-tier sub-contractor shall owe the person the amount due plus interest charges commencing at the end of the ten (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. The rate of interest charged to contractor or first-tier sub-contractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- 8.11 Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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9. RECYCLING

- 9.1 If the project proposal includes demolition, the contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective in accordance with ORS 279C.510(1).
- 9.2 If the project proposal includes lawn and landscape maintenance, the contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective.

10. OREGON PERSONNEL LAWS

- 10.1 Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, contractor shall pay the employee at least time and one-half (1 and 1/2) pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
- 10.2 The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- 10.3 All employers working under the contract are subject employers who will comply with ORS 656.017.
- 10.4 All sums due the State Unemployment Compensation Fund from the contractor or any sub-contractor in connection with the performance of the contract shall be promptly paid.

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11. ENVIRONMENTAL AND NATURAL RESOURCE LAWS

11.1 Various federal, state and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this contract. These agencies include, but are not limited to:

FEDERAL AGENCIES:

Agriculture, Department of
 Forest Service
 Natural Resources Conservation Service
Defense, Department of
 Army Corps of Engineers
Environmental Protection Agency
Interior, Department of
 US Fish and Wildlife Service
 Bureau of Land Management
 Bureau of Indian Affairs
 Bureau of Reclamation
Labor, Department of
 Occupational Safety and Health Administration

STATE AGENCIES:

Agriculture, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Land Conservation and Development Commission
Soil and Water Conservation Commission

LOCAL AGENCIES:

City Council
County Court
County Commissioners, Board of
Port Districts
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts

11.2 Pursuant to ORS 279C.525(1). If the successful bidder awarded the project is delayed or must undertake additional work by reason of existing

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regulations or ordinances of agencies not cited in the public contract or due to the enactment or new or the amendment of existing statutes, ordinance or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the county may:

- 11.2.1. Terminate the contract;
- 11.2.2. Complete the work itself;
- 11.2.3. Use non-county forces already under contract with the public contracting agency;
- 11.2.4. Require that the underlying property owner be responsible for cleanup;
- 11.2.5. Go out to bid for a new contractor to provide the necessary services under the competitive bid requirements of ORS 279C.335; or
- 11.2.6. Issue the successful bidder a change order setting forth the additional work that must be undertaken.

12. WORK BY OTHERS

County's representative will track contractor progress. Details of county's representative involvement with the contractor are outlined in the project specifications.

13. WARRANTY

13.1 Contractor shall warrant all project work, labor and materials performed in accordance with these contract documents for one (1) year after the date of substantial completion of the work subject to the following, if applicable:

- 13.1.1. Terms of an applicable special warranty required by the contract documents, or
- 13.1.2. Extension of start of the one (1) year warranty time period based upon completion of portions of outstanding work to be completed after notice of substantial completion. The specific details of what comprises substantial completion shall be prepared and submitted by the contractor to the owner for approval/concurrence.

14. CORRECTION OF WORK

For any portion of project work found not to be in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the owner to do so unless the owner has previously given the contractor a written acceptance of such condition. Owner will give such notice promptly after

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discovery of the condition. The one (1) year warranty on such corrected work will begin when the correction has been made.

15. SCHEDULES & INSPECTIONS

All work is to be inspected during construction by the county's representative.

Schedules and inspections coordination with the county's representative shall be in accordance with the project specifications.

16. PERMITS

16.1 The contractor shall obtain and pay for all permits and connection fees pertaining to the construction of this project as required

16.2 The contractor shall pay all other permit fees including utility connection fees and monthly invoices related to utilities usage for project work. See project specifications for more information.

16.3 All contractor paid permit and connection fees shall be incorporated into the Bid Form Part I Quote (except as noted above) under the general requirements bid item.

17. FEDERAL GRANT FUNDED PROJECTS

Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract or grant.

END OF GENERAL CONDITIONS