

**BID BOOKLET
FOR HIGHWAY CONSTRUCTION**

**HOOD RIVER COUNTY
PUBLIC WORKS DEPARTMENT
HOOD RIVER, OREGON**

**BARKER ROAD RECONSTRUCTION AND RESURFACING
PROJECT**

HOOD RIVER, OREGON

BID #2022-PW02

PUBLISHED: October 19, 2022

BID CLOSING: November 17, 2022

CLASS OF PROJECT: LOCAL DISTRICT

**CLASS OF WORK: EARTHWORK AND DRAINAGE, AGGREGATE
BASES, ASPHALT CONCRETE PAVING AND
OILING**

BID OF _____
(Bidder)

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INVITATION TO BID**HOOD RIVER COUNTY
BARKER ROAD RECONSTRUCTION AND RESURFACING PROJECT
BID #2022-PW02**

Hood River County is requesting sealed Bids to reconstruct and resurface Barker Road. Barker Road is located approximately 1.5 miles south of the City of Hood River in Hood River County, Oregon. The work to be done (“Work”) includes reconstructing approximately 1,500 linear feet of roadway by performing a full depth reclamation of the existing road base, installing storm drainage facilities, resurfacing the roadway, and additional, incidental work as called for by the Specifications and Plans. The construction cost range for this project is anticipated to be between \$250,000 and \$400,000.

The Work is fully described in the Bid Documents and any subsequent Addenda, which may be examined or downloaded from the Hood River County Barker Road Project website at:

https://www.hoodrivercounty.gov/pwprojects_barkerroad/

All plan holders are directed to contact the Hood River County Public Works Department to register their company name and contact information for bid consideration. Contact information may be submitted electronically to public.works@hoodrivercounty.gov or by contacting the Public Works main office at (541) 386-2616.

Hood River County will not mail notice of any issued Addenda to plan holders, either electronically or via USPS. All issued Addenda will be published and available for examination and download from the project website identified above. Prospective bidders are encouraged to frequently check the project website until the date of bid closing. “Frequently” is herein described as at least once weekly until the week of bid closing and at least once daily the week of bid closing.

Sealed bids will be received either in person or by mail delivery by the Hood River County Public Works Office Manager at:

Hood River County Public Works
918 18th Street
Hood River, Oregon 97031

until 2:00 p.m. on Thursday, November 17, 2022, at which time they will be publicly opened and read. Bids must be submitted in a sealed envelope with the words “BID”, the name of the Project, and the name and address of the bidder identified on the outside of the envelope. If a delivery or courier service is used, the bidder shall place the sealed envelope containing the bid inside the delivery or courier service’s envelope. Any bids received after the established bid closing date and time will not be considered and, when possible, will be returned to the bidder. All bids shall be accompanied by a Bid Guaranty in the amount of 10 percent (10%) of the total amount of the bid.

A non-mandatory, pre-bid meeting will be held at the office of the Hood River County Public Works Department, located at 918 18th Street, Hood River, Oregon at 10:00 a.m. on Wednesday, November 2, 2022. Contractors submitting bids for the project are invited but not required to attend the pre-bid meeting. Statements made by the County or any County representatives at the meeting will not be binding upon the County unless confirmed by written Addendum.

Bidders must be pre-qualified by the State of Oregon Department of Transportation (ODOT) for the class of work identified in the Bid Booklet. To verify pre-qualification, bidders must submit or have on file with the Hood River County Public Works Department, by no later than the established bid closing date and time, a copy of the bidder's ODOT Contractor Pre-qualification Application, accompanied with evidence of its approval and current status with the ODOT Procurement Office.

Bidders must comply with ORS 279C.370 regarding submission of the First-Tier Subcontractor Disclosure Form by the deadline indicated on the form. Disclosure forms are provided in the Bid Booklet.

This solicitation is for a public works project subject to ORS 279C.800 to 279C.870 and the Davis – Bacon Act. No bid received for the construction of this project will be considered unless the bidder is registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board. Additionally, no bid received for the construction of this project will be considered unless the bid submittal contains a statement that the bidder agrees to be bound by, and will comply, with the provisions of ORS 279C.840.

Each bidder must identify on the bid whether the bidder is a "Resident Bidder" as defined in ORS 279A.120.

The award of a project contract will not be final until the latter of:

- 1) Seven working days after a Notice of Intent to Award is posted on the Hood River County Barker Road Project website at www.hoodrivercounty.gov/pwprojects_barkerroad/, or
- 2) The County provides a written response to each timely protest to said Intent to Award, denying the protest and affirming the award.

The successful bidder will be required to furnish evidence of worker's compensation insurance for any of its employees to be assigned to the work site before Work shall be permitted to commence.

Hood River County reserves the right to reject any bid offer not in compliance with all prescribed public procurement procedures and requirements, including the requirement to demonstrate the bidder's level of responsibility under ORS 279C.375(3)(b), and may, for good cause, reject any or all bids upon a determination that it is in the public interest to do so.

HOOD RIVER COUNTY is an equal opportunity employer. ADA accommodations will be provided on request.

Advertise in Hood River News: (on or before) October 19, 2022
Advertise in Daily Journal of Commerce: (on or before) October 19, 2022

BIDDER'S CHECK LIST

Before sealing this bid, have you:

1. Completed the Bid Schedule according to subsection 00120.40(c)?
2. Read and understood the Bid Statement and certifications?
3. Filled in the required information on pages 10 and 11, affixed proper signatures on page 11 according to subsection 00120.40(d), and had the signatures notarized?
4. Identified on page 10 whether the Bidder is a resident bidder as defined in ORS 279A.120?
5. Filled in and had the Surety sign the Bid Bond, or included either a cashier's check or a certified check according to subsection 00120.40(e)?
6. Included or prepared to provide evidence of pre-qualification by ODOT for the class of work identified in the Bid Booklet by no later than the established bid closing date and time?
7. Included or prepared to provide the First-Tier Subcontractor Disclosure Form within two working hours of the bid opening, in accordance with subsection 00120.40(f)?

Failure to complete and/or affix required signatures, as noted above, will be judged as good cause for rejection of a bid.

Bids must identify any information the bidder contends is exempt from disclosure under ORS 192.355 or where otherwise applicable. Hood River County will endeavor in good faith to honor appropriate requests for exemption from disclosure but reserves exclusive discretion to determine whether said information qualifies for exemption.

Bids must be submitted in a sealed envelope with the words "BID", "Barker Road Reconstruction and Resurfacing Project" and the name and address of the bidder identified on the outside of the envelope.

Hood River County reserves the right to reject any bid offer not in compliance with all prescribed public procurement procedures and requirements, and may, for good cause, reject any or all bids upon a determination that it is in the public interest to do so.

Note: The "Contract", "Performance Bond", "Payment Bond" and "Certification of Workers' Compensation Coverage" forms are included in the Appendix for informational purposes only.

DESCRIPTION OF WORK

Barker Road Reconstruction and Resurfacing Project
Hood River County

TIME AND PLACE OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the Work described above will be 2:00 p.m. on Thursday, November 17, 2022.

Bids shall be submitted to: Public Works Office Manager
Hood River County Public Works Department
918 18th Street
Hood River, OR 97031

Bidders shall submit bids no later than the established bid closing date and time. Bid submittals, bid modifications, and bid withdrawals will not be accepted after the established bid closing date and time.

TIME AND PLACE OF OPENING BIDS (BID OPENING)

Bids for the Work described above will be opened and read at the office of the Hood River County Public Works Department, located at 918 18th Street, Hood River, Oregon at 2:00 p.m. on the date of Bid Closing.

COMPLETION TIME LIMIT

Complete all Work to be done under the Contract no later than June 15, 2023.

CLASS OF PROJECT

This is a Local District project sponsored by Hood River County.

CLASS OF WORK

The Class of Work for this Project is either: A) Earthwork and Drainage, or B) Aggregate Bases, or C) Asphalt Concrete Paving and Oiling.

APPLICABLE SPECIAL PROVISIONS

The Special Provisions booklet applicable to the above-described Work, for which bids will be opened at the date, time and place stated above, are only those Special Provision available for examination and download from the Hood River County Barker Road Project website, www.hoodrivercounty.gov/pwprojects_barkerroad/, which is based upon and utilizes the Oregon Department of Transportation (ODOT) Oregon Standard Specifications for Construction 2018 Edition, and contains the exact information as shown above on this page. Bidders are cautioned against basing any bids on any booklet bearing any different descriptions, dates, Class of Project, Class of Work, or other information.

PRE-BID MEETING

A non-mandatory, pre-bid meeting will be held at the office of the Hood River County Public Works Department, located at 918 18th Street, Hood River, Oregon at 10:00 a.m. on Wednesday, November 2, 2022. Contractors submitting bids for the project are invited but not required to attend the pre-bid meeting. Statements made by the County or any County representatives at the meeting will not be binding upon the County unless confirmed by written Addendum.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Chris Harrell, Engineering Manager, Hood River County Public Works
918 18th Street, Hood River, OR 97031. Phone (541) 387-7101

Mikel Diwan, PE, Public Works Director, Hood River County Public Works
918 18th Street, Hood River, OR 97031. Phone (541) 387-7100

BID SCHEDULE

PROJECT: BARKER ROAD RECONSTRUCTION AND RESURFACING PROJECT				COUNTY: HOOD RIVER	
SPECIFICATION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
TEMPORARY FEATURES AND APPURTENANCES					
00210	MOBILIZATION	LS	1		
00225	WORK ZONE TRAFFIC CONTROL	LS	1		
00280	EROSION AND SEDIMENT CONTROL	LS	1		
00305	CONSTRUCTION SURVEY WORK	LS	1		
ROADWORK					
00310	ASPHALT PAVEMENT SAW CUTTING	LF	400		
00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
00330	EARTHWORK	LS	1		
DRAINAGE AND SEWERS					
00445	10 INCH STORM SEWER PIPE, 5 FT DEPTH	LF	40		
00445	12 INCH STORM SEWER PIPE, 5 FT DEPTH	LF	60		
00470	CONCRETE INLETS, TYPE D	EA	1		
BASES					
00640	AGGREGATE SHOULDERS	TON	84		
00643	FULL DEPTH RECLAMATION BASE	SY	3,800		
WEARING SURFACES					
00744	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	1,075		
00749	ASPHALT APPROACHES	TON	52		
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES					
00860	LONGITUDINAL PAVEMENT MARKINGS - PAINT	LF	2,800		
00867	PAVEMENT BAR, TYPE B	SF	24		
RIGHT OF WAY DEVELOPMENT AND CONTROL					
01030	SEEDING	LS	1		

TOTAL BID \$ _____

NUMBER OF ADDENDA RECEIVED _____

NAME OF BIDDER _____

BID STATEMENT**To the Board of Commissioners of Hood River County:****The undersigned, as bidder, declares that:**

- This bid is for the work described in the "Description of Work" section incorporated into this Bid Booklet.
- The only persons or parties interested in this bid, as principals, are those named in this bid.
- The bidder submits this bid in accordance with and subject to the terms and conditions stated in Sections 00120 and 00130 of the specifications.
- The bidder has reviewed and understands the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular Work for which this bid is submitted.
- The bidder has inspected the project work location and has become acquainted and familiar with all site conditions, local and otherwise, affecting it.
- The bidder has reviewed and understands the forms of contracts and bonds which are required to be signed by the successful bidder.
- The bidder is satisfied as to the conditions and quantities of the contracts and bonds, and understands that, in signing this bid, the bidder herein waives all rights to any claim of misunderstanding regarding said conditions and quantities.
- The Bid Guaranty submitted with this bid, if a bid bond, is by reference made a part of this bid.

The bidder also proposes and agrees that:

- If Hood River County accepts this bid, the bidder will execute the contract form furnished by the County; will provide all necessary machinery, tools, apparatus, and other means of construction; and will do all work and furnish all the materials specified in or called for by the contract, in the manner and time prescribed in the contract, and in accordance with the requirements of the Engineer as given or as stated in the contract.
- The Bidder will accept, as full payment for the work performed and for the materials and equipment furnished, the amount earned under the contract, as computed in the manner described in the specifications from the quantities of the various Classes of Work performed at their respective unit prices bid, said unit prices being as submitted and identified in the "Bid Schedule" incorporated in this bid.
- Any contract awarded to the bidder shall include any provisions as required by ORS 279C.830.

- In submitting this bid, the bidder agrees, pursuant to any contract awarded to the bidder, to be bound by and will comply with the provisions of ORS 279C.840

The bidder also certifies to the following:

A. Noncollusion:

- The unit prices and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on a separately attached statement.
- Neither the unit prices nor the amount of this bid, nor the approximate unit prices or amount of bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and will not be disclosed before the opening of the bids.
- No attempt has been made, or will be made, to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high, noncompetitive, or any other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit an intentionally high, noncompetitive, or other form of complementary bid.
- The bidder, their affiliates, subsidiaries, officers, directors, and employees, are not currently under investigation by any governmental agency and in the last four years have not been convicted of, or found liable for, any act prohibited by State or Federal law, in any jurisdiction, involving conspiracy or collusion with respect to bidding any public contract, except as described on a separately attached statement.
- The bidder understands and acknowledges that the above representations are material and important and will be relied on by Hood River County in awarding the contract for which this bid is submitted. The bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from Hood River County of the true facts relating to the submission of bids for this contract.

B. Compliance With Oregon Tax Laws:

- To the best of bidder's knowledge, the bidder is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" are state tax laws imposed by ORS 320.005 to 320.150, ORS 403.200 to 403.250, ORS chapters 118, 314, 316, 317, 318, 321 and 323, the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

C. Employee Drug Testing Program

- Pursuant to ORS 279C.505(2), the bidder has an employee drug testing program in place and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of the contract.

D. Nondiscrimination in Subcontracting:

- Pursuant to ORS 279A.110, the bidder has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

E. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will either 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 commencing work under this contract.

The party who is submitting this bid and who, if awarded the contract, will enter into the contract is

(Enter "an individual", "a partnership", or "a corporation")

doing business under the name of

_____, located at

(Street) (City) (State) (Zip Code)

which is the address to which all communications concerning this bid and the contract should be sent.

The telephone number to which any communication should be directed is _____

The party submitting this proposal is a "Resident" _____ or "Nonresident" _____ as defined by ORS 279A.120.

The name of the surety who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent are:

Name of surety _____

Name of agent _____ Telephone No. _____

Address _____
(Street) (City) (State) (Zip Code)

Accompanying this bid as the Bid Guaranty is a

(Enter "Bid Bond", "cashier's check", "postal money order", or "certified check")

in the amount of at least ten percent (10%) of the total amount of the submitted bid.

If Hood River County accepts this bid and awards a contract to the undersigned, and the undersigned fails to, within reason, promptly and properly execute the contract or bonds according to the terms and conditions stated in Section 00130 of the specifications, the undersigned shall forfeit the Bid Guaranty to Hood River County as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the Bid Guaranty is a Bid Bond.

The bidder is advised that by signing this bid, the bidder is deemed to have signed and agreed to any and all provisions contained within the documents, certifications, and statements contained in this bid.

_____ (Bidder's Name and Federal Tax ID Number)

_____ (Oregon Contractor's Board Registration Number) _____ (Expiration Date)

By _____ (Signature of Bidder's Authorized Representative)

_____ Dated _____, 20_____

(Typed or Printed Name and Title of Signee)

Sworn to before me on this _____ day

of _____, 20_____

_____ (Notary Public's Signature)

My Commission Expires _____

COMPLETE THE FOLLOWING IF A JOINT VENTURE:

_____ (Oregon Contractor's Board Registration Number) _____ (Expiration Date)

By _____ (Signature of Bidder's Authorized Representative)

_____ Dated _____, 20_____

(Typed or Printed Name and Title of Signee)

Sworn to before me on this _____ day

of _____, 20_____

_____ (Notary Public's Signature)

My Commission Expires _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

a surety company 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, is held and firmly bound unto Hood River County in the full sum of ten percent (10%) of the total amount of the bid for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that,

whereas _____

(Bidder)

is herewith submitting its bid for the following work, to wit:

said bid, by this reference being made a part hereof;

NOW THEREFORE, if the said bid submitted by said bidder be accepted by Hood River County, and the contract for said work be awarded to said bidder, and if said bidder enters into and executes a contract to perform said work, and furnishes bond as required by the County, within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

Surety Company

Signature

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Barker Road Reconstruction and Resurfacing Project

Bid Number: #2022-PW02

Bid Opening Date: November 17, 2022

Bid Opening Time: 2:00 p.m.

This form must be completed and submitted to the Hood River County Public Works Department by the apparent low bidder within two (2) working hours of the bid opening, after being identified as the apparent low bidder.

The County is required under Oregon Law to reject a bid if the bidder fails to submit this disclosure form by the deadline date and time stated.

INSTRUCTIONS TO BIDDER:

List below the name of each subcontractor that is required to be disclosed that will either be furnishing labor or will be furnishing labor and materials for the project. Include the category of work that each said 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.)

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

Failure by the bidder to submit this form by the date and time stated will result in the bid being deemed nonresponsive. A nonresponsive bid will not be considered for award.

Name of Bidder : _____

Contact Name: _____ Telephone Number: _____

APPENDIX

The "Contract", "Performance Bond", "Payment Bond" and "Certification of Workers' Compensation Coverage" forms are included in this Appendix for informational purposes only.

CONTRACT

Sample Only
Signatures Not Required

THIS CONTRACT, made and entered into this _____ day of _____, 2022, by and between the Hood River County, by and through its Board of Commissioners, hereinafter called "County" and _____, hereinafter called "Contractor",

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Standard Specifications, the special provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the Board, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable plans, the applicable Standard Specifications and Supplemental Specifications, the special provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

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

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable plans, Standard Specifications, Special Provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer and to his satisfaction and on Federal Aid Projects, the satisfaction of the Federal Highway Administration, or its authorized representative, in conformity with the requirements of the Federal Aid Road Act and all amendments thereto, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified, and taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or special provisions.

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

Chair
Hood River County Board of Commissioners

**Sample Only
Signatures Not Required**

Contractor

Oregon Contractors Board Registration Number

Expiration Date

By _____
Authorized Official Signature

Date _____

Printed Name

By _____
Authorized Official Signature

Date _____

Printed Name

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS : That we

as principal, and

***Sample Only
Signatures Not Required***

as surety are jointly and severally held and bound unto the County of Hood River, in the sum of

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the County of Hood River, which contract, together with the applicable plans, the applicable Standard Specifications and Supplemental Specifications, special provisions and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications which set out in said contract and all authorized modifications of the contract which increase the amount of the work and the amount of contract. Notice to the surety of any of the immediately forgoing are waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless the County of Hood River, the Board of Commissioners, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors; and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Hood River County, by and through its Board of Commissioners, be obligated for the payment thereof.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

Witness our hands this _____ day of _____, 2022.

**Sample Only
Signatures Not Required**

Contractor

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____

Signature of Attorney in Fact

Printed Name of Attorney in Fact

(A Power of Attorney for the Attorney in Fact must be attached to this bond)

By _____
Agent

Surety's Seal Must Be Affixed

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS : That we

as principal, and

***Sample Only
Signatures Not Required***

as surety are jointly and severally held and bound unto the County of Hood River, in the sum of for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the County of Hood River, which contract, together with the applicable plans, the applicable Standard Specifications and Supplemental Specifications, special provisions and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications which set out in said Contract and all authorized modifications of the contract which increase the amount of the work and the amount of contract. Notice to the surety of any of the immediately forgoing are waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Hood River County, by and through its Board of Commissioners, such damages as may accrue to the County under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Hood River County, by and through its Board of Commissioners, be obligated for the payment thereof.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

Witness our hands this _____ day of _____, 2022.

**Sample Only
Signatures Not Required**

Contractor

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____

Signature of Attorney in Fact

Printed Name of Attorney in Fact

(A Power of Attorney for the Attorney in Fact must be attached to this bond)

By _____
Agent

Surety's Seal Must Be Affixed

**Sample Only
Signatures Not Required**

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

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

"Carrier - insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name _____

ID / Policy No. _____

"Self - insured employer" (certified by the Workers' Compensation Division)

ID number as assigned by the
Workers' Compensation Division _____

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

In the event of cancellation or change of the information above, Contractor certifies that it will immediately notify the County of said cancellation or change and will obtain alternate coverage.

_____ Date

Contractor's Signature

REMINDER - ADDITIONAL INFORMATION NEEDED

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

For filing information, contact the Workers' Compensation Division at Labor and Industries Building, Salem, Or 97310.