

# CURRY COUNTY FAIRGROUNDS GOLD BEACH, OREGON

RFP  
DOCUMENTS  
FOR

## ARENA PROTECTIVE SEAL COATING PROJECT

PREPARED FOR: CURRY COUNTY  
FAIRGROUNDS, OREGON



Prepared By:  
Civil West Engineering Services Inc.  
830 O'Hare Parkway Suite 102  
Medford, Oregon 97501  
541-982-4082

**REQUIRED SUBMITTAL LISTING**

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The required submittal listing is as follows:

#	ITEM	# OF PAGES	√
1	BID SCHEDULE	2	
2	CONTRACTOR EXPERIENCE FORM	2	
3	CONTRACTORS PERFORMANCE BOND		

**TOTAL BID PROPOSAL WILL CONTAIN A MINIMUM OF 9 PAGES AND A MAXIMUM OF 11 PAGES.**

(Excluding front and back cover pages)

## REQUEST FOR PROPOSAL

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Sealed competitive proposals for the management and implementation of the Curry County Fairgrounds, **Arena Protective Seal Coating Project**, addressed to Mrs. Chris Brose Curry County Fairgrounds Manager. Proposals will be received until **2:00 PM** local time at the Main Office located at 29392 Ellensburg Avenue, Gold Beach, OR **October 24, 2023** and then publicly opened and read at 2:00 PM at the Main Office, I, in Gold Beach, Oregon. Bids shall be clearly labeled: **“Arena Protective Seal Coating Project”**.

### Scope of Work:

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing all labor, equipment, and materials necessary to conduct the following tasks or treatments for the Arena Structural beams and members.

- (a) Surface Preparation** (Includes: Removal of existing steel beam and member coverings)
- (b) Coating Application**
- (c) Coating Materials**
- (d) Pack Rust Removal**

**Project Goal:** Prepare the Arena building steel beams and members for structural evaluation and seal coat following the structural evaluation. Structural evaluation will be provided by the owner as a separate contract. Contractor is responsible for coordination with the project manager regarding the inspection time required by the structural engineer between the removal of all corrosive materials and seal coating of all of the steel beams and members.

### **Project Specifications:**

Oregon Standard Specifications (including but not limited to)

- 00594.42 Preparation of Surfaces (b) Existing Steel Structures.
- 00594.43 Coating Metal Structures
- 00594.45 Protecting Against Damage
- 00594.75 Finishing and Cleaning up
- 00594.90 Payment (b) Existing Metal Structures

### **Equipment / Access/other**

- Equipment utilized must be suitable to operate on the existing arena surfaces and meet all OSHA safety requirements when being utilized.
- Access to the Arena building utilizes a large sliding door which will be made available for use during the project.

**Regulatory Compliance:**

- Permitting is not expected to be required as this is a maintenance operations activity only.

**Project Close-out:**

- Prior to project close-out the site shall be cleaned, repaired if necessary and approved by the Project Manager
- No waste, oils, chemicals, dumping or spill will be allowed. If any dumping or spills occur the contractor shall clean-up and mitigate the spill site according to the latest Oregon DEQ requirements.
- A final inspection will be made by project manager and all deficient items will be noted on a closeout punch list and shall be corrected by the Contractor prior to close-out and final payment.

**Project Timeline:**

Advertisement	September 22, 2023
Non-Mandatory Pre-Bid Meeting	October 10, 2023
Bid Opening	October 27, 2023
Intent to Award	November 1, 2023
Board Contract Award	November 5, 2023
Substantial Completion by	February 5, 2024

**Contract Documents**

Contract Documents may be obtained digitally through Quest CDN and at the following locations:

- Curry County Fairgrounds Main Office.

Addendums issued during the advertisement phase of the project will be posted on the Quest CDN website only. Proposers shall submit their proposal on the proposal forms contained within the RFP documents. The Curry County Fairgrounds will not accept any bid that is not submitted as prescribed in the RFP/Bid Documents package.

## **Requirements of Proposers**

The successful Proposers will be required to furnish the necessary performance and payment bonds for the faithful performance of the Contract, as prescribed in the Contract Documents.

The attention of Proposers is directed to the State government requirements and conditions of employment to be observed and minimum wage rates to be paid under the Contract. This is not a prevailing wage project.

The Curry County Fairgrounds will closely review the Contractor's Experience form to ensure a Contractor with acceptable experience is awarded the Contract for the **Arena Protective Seal Coating Project**.

The proposer must be registered with the Construction Contractors Board (ORS 701.055) or the bid will not be received or considered.

## **Pre-Bid Meeting**

There will be a non-mandatory pre-bid meeting for the Arena Protective Seal Coating Project. The project administrators will meet with proposers at 11:00am on Wednesday October 10, 2023 at Curry County Fairgrounds, 29392 Ellensburg Avenue, Gold Beach, OR.

## **RFP Clarification Requests**

All requests for clarification shall be made in writing to Manny Ramos at Civil West Engineering / Bid Administrator via email at [mramos@civilwest.net](mailto:mramos@civilwest.net). The window for requests for clarifications will close Friday October 25, 2023 at 1:00pm.

## **Proposals**

The Curry County Fairgrounds reserves the right to reject all proposals or any proposal not conforming to the requirements of the Contract Documents and or postpone the awarding of the contract for a period of not more than 30 days from the bid opening date.

## **Notification**

The notification of Intent to Award will be made to all responsible Proposers within seven (7) calendar days after the bid opening. Protest of bid results and Intent to Award must be in writing, must be by a Proposer in good legal standing, must be specific, and must be received within seven (7) calendar days of the date of issuance of the Intent to Award. The protest envelope must give project title reference and must be addressed to Manny Ramos, Project Manager, Civil West Engineering Services Inc. 830 O'Hare Parkway, Suite 102, Medford, Oregon 97504.

## **INSTRUCTION TO PROPOSERS**

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**PROJECT TITLE:**           **Arena Protective Coating Project**

**LOCATION:**                 See Exhibit 1 & 2

**OWNER:**                   Curry County Fairgrounds  
29392 Ellensburg Avenue, Gold Beach, OR

**PROPOSAL:**               To be entitled to consideration, please include:

### **Bid Schedule**

1.           Use bid schedule(s) provided. Fill in all blank spaces.
2.           Bid shall be typed or prepared in blue ink, and signed in blue ink.
3.           Complete without alterations or erasures.
4.           Shall not contain any recapitulation of work to be done.
5.           No oral, telephonic or telegraphic proposal or modifications will be considered.
6.           Contractor must certify that it is or is not an Oregon business as per ORS 279A.120. ORS 279A.120 requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. The Proposer shall certify that it is or is not an Oregon contractor as defined under ORS 279A.120, Preferences; Foreign Contractor, i.e., a foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon.
7.           All subcontractors are to be approved in writing by the Owner and carry the same insurance requirements as the prime contractor. Subcontractors shall submit Contractor's Board license number, Federal Identification Number, State Unemployment Number, and Certification of ORS 279A.120 as stated in the First Tier Subcontractor Disclosure Form.

## **Bid Submittal**

**Address and Deliver:** Curry County Fairgrounds  
29392 Ellensburg Avenue, Gold Beach, OR  
Attention to: Chris Brose

Deliver: Proposal to be delivered in an opaque sealed envelope marked **Arena Protective Coating Project**, with the name of the Proposer, on or before October 24, 2023 (2:00 pm).

## **AWARD OF CONTRACT:**

Will in general be made to lowest qualified responsive Proposer, if within funds allotted. The Curry County Fairgrounds may choose to do cancel the RFP if only a portion of the project, within funds allotted.

The competency and responsibility of Proposers and of their proposed subcontractors will be considered in making the award. Owner reserves the right to reject bid of any Proposer who has previously failed to perform properly and to complete on time contracts of a similar nature, who is not in a position to perform the Contract, who has habitually and without cause neglected the payment of bills or otherwise disregarded their obligation to subcontractors, material men or employees.

Proposer should notify Owner prior to bid opening date, should omissions or errors be found in Contract Documents. Owner will clarify by sending written instructions to all Proposers in the form of Addenda which will become a part of the Contract.

Owner will not be responsible for any oral instructions or interpretations.

## **EXAMINATIONS:**

### **Proposer is responsible for verifying dimensions and bid quantities prior to bidding.**

Before submitting a proposal, the Proposer shall carefully examine all Contract Documents, visit the site of the work, and fully inform themselves of all existing conditions and limitations. One pre-bid site visit is scheduled for all Proposers to attend to familiarize themselves with the project.

Proposer should notify Owner prior to bid opening date, should omissions or errors be found in Contract Documents. Owner will clarify by issuing instructions in the form of Addenda which will become a part of the Contract.

The Oner will not be responsible for any oral instructions or interpretations.

**Proposer is responsible to review all documents he/she will submit in the Bid Proposal as complete. All pages listed on the Proposer's Required Submittal Listing are required to be included in the Proposal.**

**ANY ADDENDA:**

Any addenda issued during the time of bidding are to be covered in the Proposal, and in closing a Contract they will become part thereof. Signed copy of the addenda is to be included with the bid submittal. All addenda will be made in PDF format, available on the Quest CDN website at <https://www.questcdn.com>. The Curry County Fairgrounds will not mail or fax notice of Addenda. Proposers should frequently check the website at least once weekly and after the close of questions before the week of bid opening. The proposal administrator will issue the last addenda at least three business days prior to bid opening. Any addenda issued during the time of bidding are to be covered in the Proposal, and in closing a Contract they will become part thereof.

**SUBSTITUTIONS:**

In order to obtain approval of material, products, methods, as equal to those specified, submit to Owner substitution request at least five (5) days before bid opening.

**CONTRACT DOCUMENTS:**

The contractor and subcontractors shall comply with all Conditions of the Contract Documents. No Changes, except by written approval by the Owner to the contract documents.

**PAYMENT ON CONTRACT:**

**Payment will be made as provided in the Contract.** The contractor and subcontractors must pay not less than the minimum hourly rate of wage as determined by the Commissioner of Bureau of Labor for the State of Oregon. They or their sureties must execute a statement under oath in a form prescribed by the State Labor Commissioner, certifying the hourly rate of wage paid and that no workman was paid less than the minimum hourly rate of wage in the state of Oregon.

**PECUNIARY INTEREST:**

No director or employee of Owner shall have any pecuniary interest in the project.

**LOCAL LABOR:**

Contractor and subcontractors are encouraged to use local labor when available.

**QUALIFICATIONS AS A CONDITION PRECEDENT TO BIDDING:**

All Contractors submitting a bid must be registered with the Construction Contractors Board, or the bid will not be received or considered. A bid from an unregistered contractor will be rejected as unresponsive.

**COMPLETION:**

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The Project shall be substantially completed by February 5, 2024

**Project Contact**

**All questions and clarification inquiries shall be made to Manny Ramos, Project Bid Administrator in writing via email [mramos@civilwest.net](mailto:mramos@civilwest.net)**

All questions will be responded to in a written Addendum issued 3 days prior to bid opening.  
All questions received after this date will not receive a response.

Proposers Name \_\_\_\_\_

**Proposal Bid Schedule**

**ARENA PROTECTIVE COATING PROJECT**

**Bid Schedule**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	SURFACE PREPARATION	LUMP SUM	
2	COATING APPLICATION	LUMP SUM	
3	COATING MATERIALS	LUMP SUM	
4	PACK RUST REMOVAL	SQUARE FOOT	

Proposal Amount \$ \_\_\_\_\_

Proposal price written out in words: \_\_\_\_\_

\_\_\_\_\_

All Unit Pricing shall be considered as "Completed as Specified" unless otherwise noted in these proposal documents.

Please invoice referencing the above exact line-item numbers and line items. Percentage complete must be approved by the Project Manager before payment will be provided. The Proposers acknowledges that determination of quantities for this project are the responsibility of the Proposer and are to be considered all-inclusive to the lump sum pricing provided. Any unit pricing is solely for the purpose of comparison of proposals, and final payment for all Unit Price items shall be based on actual quantities confirmed by the project manager prior to payment being rendered.

**To Be Considered Responsive, the following must be signed and completed by your firm:**

We hereby certify to do the work as specified and at the price as quoted in conformance to all the Owner, State and Federal Regulations that are applicable and will indemnify the Curry County Fairgrounds against all claims arising out of any actions caused by our company during the performance of this contract.

Proposers Official Company Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Authorized Official and Title)

By \_\_\_\_\_ Phone \_\_\_\_\_  
(Type or Print Name)

Federal I.D.# \_\_\_\_\_ FAX # \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACTOR'S EXPERIENCE**

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**Please list at least five similar projects to the Arena Protective Coating Project that have been completed in the last five years.**

#1

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PROJECT OWNER: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

TOTAL COST OF PROJECT: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT NAME TELEPHONE #: \_\_\_\_\_

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#2

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PROJECT OWNER: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

TOTAL COST OF PROJECT: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT NAME TELEPHONE #: \_\_\_\_\_

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#3

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PROJECT OWNER: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_



PROJECT MANAGER:

TOTAL COST OF PROJECT:

CONTACT NAME:

CONTACT NAME TELEPHONE #:

#4

PROJECT OWNER:

DESCRIPTION OF PROJECT:

PROJECT MANAGER:

TOTAL COST OF PROJECT:

CONTACT NAME:

CONTACT NAME TELEPHONE #:

#5

PROJECT OWNER:

DESCRIPTION OF PROJECT:

PROJECT MANAGER:

TOTAL COST OF PROJECT:

CONTACT NAME:

CONTACT NAME TELEPHONE #:

**PROPOSER'S DECLARATION:**

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the County, Owner, or persons with influence and that the proposal is made without any connection or collusion with any person making another proposal on this Agreement.

The Proposer further declares that he has carefully examined the Contract Documents for the project, that he has personally inspected the site, that he has satisfied himself as to the work involved, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Proposer further declares that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be complied with.

The Proposer further agrees that he has exercised his own judgment regarding subsurface condition and has utilized all data which he believes pertinent from the Owner and other sources in arriving at his conclusions.

**CONTRACT EXECUTION:**

The Proposer agrees that if this proposal is accepted, he will, within ten (7) days, not including Sundays and legal holidays, after notice of award, sign the Agreement in the form annexed hereto, and will at that time, deliver to the Curry County Fairgrounds the PERFORMANCE and PAYMENT BOND required herein, and will to the extent of his proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods specified in the Contract Documents and required by the owner thereunder.

**CERTIFICATES OF INSURANCE:**

Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (a) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of the Services (including, without limitation, damage or injury to person or property) with limits of not less than \$2,000,000 per occurrence, \$3,000,000 in the aggregate; (b) Comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of

applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to Owner and will list Owner and Civil West Engineering Services Inc. as an additional named insured. Contractor will not modify or cancel any insurance required under this Agreement without ten (10) days' prior written notice to the Owner or Civil West Engineering Services Inc. Prior to Contractor's commencement of the Services, Contractor will furnish Owner with evidence satisfactory to Owner that Contractor has obtained the insurance coverage (and provisions) required under this Agreement.

**PROJECT TIME LIMITS:**

The Proposer agrees to begin work within seven (7) calendar days after the date of the Owners written notice to proceed, and to complete all work to be done under the contract in the time frames noted in the RFP after the date of the Owner's written notice to proceed.

**SUBCONTRACTORS:**

The Proposer will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below.

Subcontractor	Work item to be performed
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

**LUMP SUM OR UNIT PRICES:**

The Proposer further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts. The Proposer agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

The Owner reserves the right to reject any and all bids, to waive any informalities and to accept the bid of the lowest responsible Proposer.

ACKNOWLEDGEMENT OF ADDENDA:

The Proposer acknowledges that addenda numbers, \_\_\_\_\_  
have been received and examined as part of these Contract Documents.



**PERFORMANCE BOND**

**(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)**

We the undersigned \_\_\_\_\_  
 as PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_  
 \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the  
 state of \_\_\_\_\_ duly authorized to do surety business in the  
 state of Oregon and named on the current list of approved surety companies acceptable  
 on federal bonds and conforming with the underwriting limitations as published in the  
 Authorized Insurance List in the State of Oregon published by the Office of the Insurance  
 Commissioner and which carries an "A" rating and is of the appropriate class for the bond  
 amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind  
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
 severally, to pay to CURRY COUNTY FAIRGROUNDS as OBLIGEE (hereinafter called  
 CURRY COUNTY FAIRGROUNDS), the amount of \_\_\_\_\_  
 (equal to 100% of the total bid amount) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CURRY COUNTY  
 FAIRGROUNDS dated \_\_\_ which Contract is hereunto annexed and made a part hereof,  
 for accomplishment of the all contract terms for the project described as follows: **Arena  
 Protective Coating Project**

NOW, THEREFORE, the condition of this obligation is such that if the  
 CONTRACTOR shall promptly, truly and faithfully perform all the undertakings,  
 covenants, terms, conditions, and agreements of the aforesaid contract and having  
 performed its obligations thereunder, then this obligation shall be null and void; otherwise  
 it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CURRY COUNTY  
 FAIRGROUNDS to be in default under the Contract Documents for the project described  
 herein, the SURETY may promptly remedy the default by completing the project in  
 accordance with the Contract Documents and the project Specifications with a  
 contractor approved by the CURRY COUNTY FAIRGROUNDS. SURETY, for value  
 received, further stipulates and agrees that all changes, extensions of time, alterations,  
 or additions to the terms of the Contract or Specifications for the above described  
 contract are within

the scope of the SURETY's undertaking on this bond, and SURETY hereby waives

notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty- five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CURRY COUNTY FAIRGROUNDS against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CURRY COUNTY FAIRGROUNDS or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
CONTRACTOR

By:\_\_\_\_\_

By\*:\_\_\_\_\_

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Owner State ZIP

\_\_\_\_\_  
Owner State ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\* Must be signed by president or vice-president of Contractor.



**AFFIDAVIT #1**

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TO: CURRY COUNTY FAIRGROUNDS, OREGON

RE: **Arena Protective Coating Project**

GENTLEMEN:

COMES NOW \_\_\_\_\_,

doing business as \_\_\_\_\_,

who being first duly sworn, deposes and says:

That all sums due to suppliers, materialmen, subcontractors, sub-subcontractors, employees and government agencies for wages, goods, services, products, or equipment furnished in connection with the above project have been paid in full. Except as hereinafter stated, this includes, but not limited to all State and Federal withholding taxes, worker's compensation insurance, Oregon unemployment insurance, FUTA unemployment insurance, and social security taxes.

The only obligations which have not been paid and which are known to us are as follows:

- |       |    |
|-------|----|
| 1.    | \$ |
| _____ |    |
| 2.    | \$ |
| _____ |    |
| 3.    | \$ |
| _____ |    |
| 4.    | \$ |
| _____ |    |
| 5.    | \$ |
| _____ |    |

If extra space is needed, please attach an extra sheet, date and sign.

WE HEREBY authorize you to pay from the remaining funds, the foregoing obligations by making a check payable to us and to the unpaid creditor/s jointly.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

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

STATE OF OREGON            )  
  )ss.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the authorized representative for said business, and that (s)he was authorized to sign this affidavit.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_



**Event Center on the Beach  
Curry County Fairgrounds**

29392 Ellensburg Avenue, Gold Beach, OR 97444  
541-247-4541 Fax: 541-247-4542  
curryfair@gmail.com  
eventcenteronthebeach.com

**Contract for Services**

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
and between The Curry County Fairgrounds, a department of Curry County, a General Law County,  
Political Subdivision of the State of Oregon (County) and  
\_\_\_\_\_ (Contractor).

**1. Work to Be Performed**

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and  
equipment, necessary to complete the project regarding the services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services Outlined in Exhibit "A" that is attached hereto and incorporated by reference. Contractor shall  
perform work to specifications and according to generally accepted standards in Contractor's trade or  
industry.

**2. Performance and Payment Bond**

Payment Performance Bonds not required for contracts below \$100,000. ORS 279C.380.

**3. Completion Date**

This contract shall commence upon execution and terminate when work is complete. Work shall be  
completed within 30 days of contract execution, or as stated on Exhibit A.

**4. Compensation Not to Exceed**

Contractor agrees to perform the work called for under this contract for an amount not to exceed  
\$\_\_\_\_\_.

**5. Prevailing Wages and Procurement**

Contractor and County agree that the project is not subject to prevailing wages if the amount of the  
contract is more than \$50,000. Contractor shall comply with state and federal prevailing wage laws.

This contract \_\_\_\_ is/ \_\_\_\_ is not, subject to prevailing wage laws.

**6. Independent Contractor**

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the

following:

- A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.
- B. Contractor will be responsible for obtaining any necessary permits and inspections.
- C. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

**7. Incorporation of Statutory Provisions Required for Public Contracts**

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279C.838 and 279C.840.

**8. Workers' Compensation**

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.

**9. Certification of Reading and Understanding of Documents**

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

**10. Indemnification**

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

**11. Insurance**

Contractor shall provide the following insurance in connection with the project:

**INSURANCE DESCRIPTION MINIMUM REQUIRED COVERAGE**

- A. Workers' Compensation Statutory
- B. General Liability \$2,000,000
- C. Automobile Liability \$1,000,000

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

**12. Nonwaiver**

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

**13. Severability**

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

**14. Termination by County**

County may terminate for non-appropriation of future budget funds. If County

**CURRY COUNTY FAIRGROUNDS**

terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued

before termination. If the County invokes this provision, it may notify Contractor by any commercially reasonable means. Contractor shall be entitled to payment for work done up to the date of termination.

**15. Attorney Fees and Costs**

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

**16. Applicable Laws**

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County.

**17. Written Changes Required**

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

**18. The Term "Contract Documents" means and includes the following:**

- A Request for Proposal
- B Proposal Bid Schedule
- C Contractors Experience Form
- D Proposal
- E Performance Bond
- F Affidavit Bond
- G Acknowledgement of Addenda

**THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

CONTRACTOR

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Phone Number \_\_\_\_\_

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

\_\_\_\_\_

EVENT CENTER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

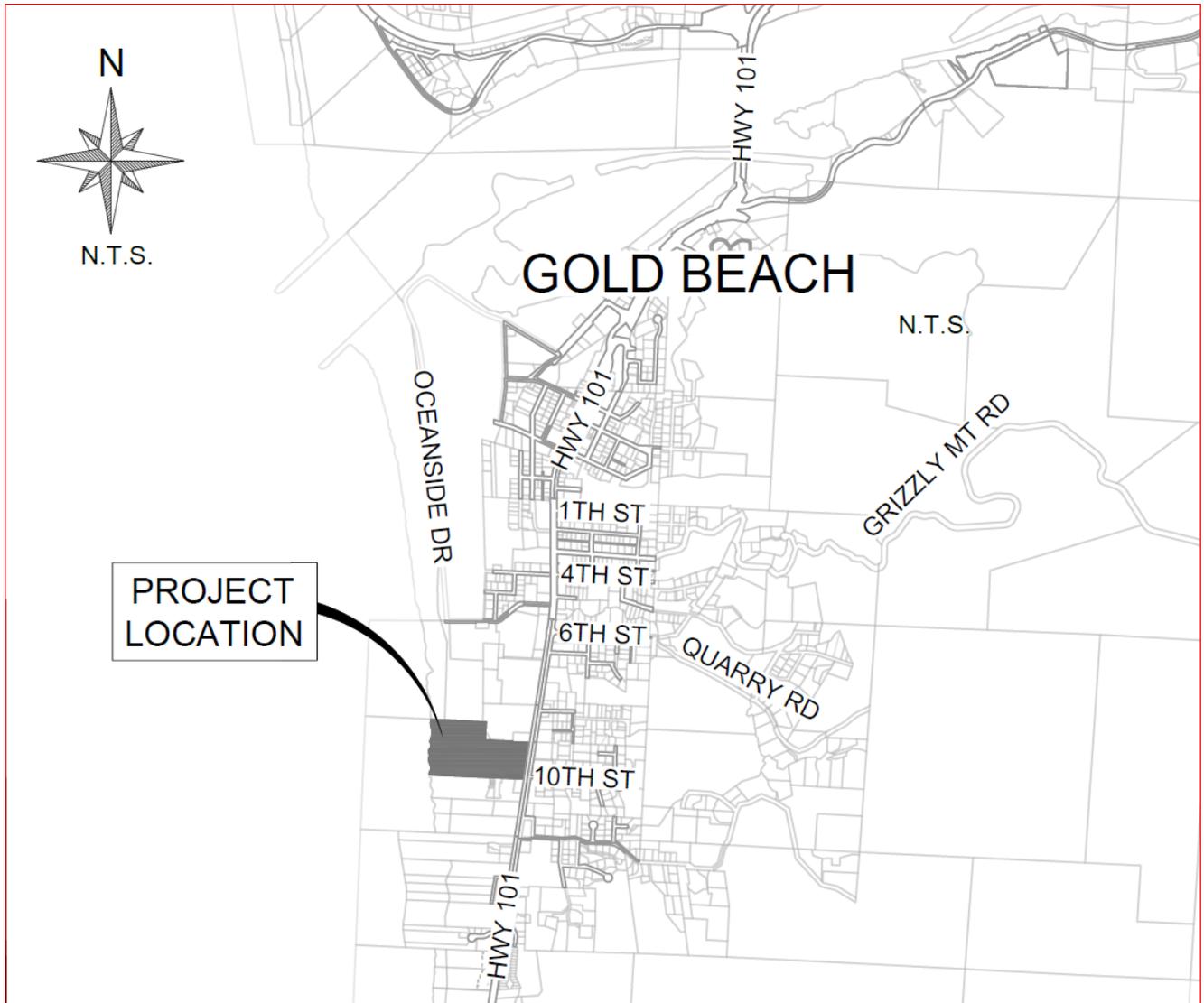
Position: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY COUNSEL

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 1  
VICINITY MAP**



## **EXHIBIT 2** **SITE MAP**

