



CONTRACT DOCUMENTS

BENTON COUNTY, OREGON



Benton County Board of Commissioners

**Anne Schuster, Commissioner
Xanthippe Augerot, Commissioner
Annabelle Jaramillo, Commissioner**

(date of 1st advertisement)

**Josh Wheeler, P.E.
Director of Public Works**

Contract Title)

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ADVERTISEMENT FOR BIDS

Benton County invites bids for the _____.

BRIEF DESCRIPTION OF WORK TO BE PERFORMED

The proposed work generally consists of furnishing all labor, equipment, materials, and supervision for the construction of

_____ per Contract Documents.

Plans, specifications, and bid documents will be available on _____, in the office of the Public Works Department, 360 SW Avery Avenue, Corvallis, Oregon at no cost or viewed at <https://www.co.benton.or.us/rfps>. Copies of the standard provisions are available upon request and are made part of the final contract agreement.

To be considered for award the following conditions must be met:

1) Bidders must prequalify in accordance with ORS 279C.430 and provisions of public contracting rules as adopted by Benton County at least two days prior to the date of the bid opening.

2) Bidders must be prequalified for the following work classes:

Construction
Landscape

Prequalification can be met by bidder submitting Oregon Department of Transportation prequalification or providing two (2) to three (3) examples of similar construction projects completed.

3) The Bid Proposal must be submitted on the prescribed form and shall contain a statement by the bidder that the bid complies with the provisions of ORS 279C.800 to 279C.870, and contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

4) The Contractor must be registered with the Oregon Construction Contractors Board and shall have the appropriate license necessary to perform the work under this bid, or the State Landscape Contractors Board in order for his/her bid to be considered on construction contracts.

BIDDER'S CHECKLIST

Bidders attention is called to the following forms which must be executed in full as required:

- A. BID FORM (S):** Each bidder shall complete the bid form(s). Prices must be shown in the spaces provided and must be expressed in both words and figures. Where conflict occurs, written or typed words shall prevail.
- B. BID BOND:** This form is to be executed by bidder and bidder's Surety. The amount of cash, certified check, cashier's check, irrevocable letter of credit or Bid Bond shall not be less than 10% (ten percent) of the total Bid amount.
- C. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM:** When the contract value is greater the \$100,000, this form must be submitted by the bid submission deadline or within two working hours of such submission deadline. If no subcontractors will be used, the bidder must indicate "NONE" on the disclosure form. Failure to submit this form will result in the bid becoming non-responsive and such bid will not be considered for award.
- D. DRUG TESTING PROGRAM CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate that bidder has an employee drug and alcohol testing program in place and will continue to keep the program in place throughout the duration of performing the Contract awarded.

The following forms are to be executed after the Contract is awarded:

- A. CONSTRUCTION CONTRACT:** This agreement is to be executed by the successful bidder.
- B. PERFORMANCE AND PAYMENT BOND:** Bonds are to be executed by the successful bidder and bidder's Surety Company and submitted at the time of the Contract is executed.
- C. PUBLIC WORKS WAGE CERTIFICATION FORM:** This form is to be completed in accordance with state law and submitted with the every request for payment.
- D. CERTIFICATES OF INSURANCE:** Certificates are to be executed by the successful bidder and bidder's insurance companies and submitted at the time the Contract is executed.
- E. Other Bond:** If project is over \$100,000, CONTRACTORS AND SUB-CONTRACTORS shall file a \$30,000 Public Works Bond with the Construction Contractor's Board.

BID PROPOSAL

Benton County Public Works Department
360 SW Avery Avenue
Corvallis, Oregon

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

The bidder further declares that he has carefully examined the Contract documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions of work involved, including the fact that the description of the work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract documents; 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 bidder agrees that if this proposal is accepted, he will, within seven (7) calendar days after notification of acceptance, execute the Contract with the County in the form of Contract provided by the County, and will, at the time of execution of the Contract, deliver to the County the performance bond and insurance certificates required by the Contract. The Contractor further agrees, to the extent of this proposal, to furnish all necessary labor, equipment and tools to meet the requirements of this Contract, within seven calendar days of receiving formal written notice to proceed from the County.

The bidder further agrees to complete construction of all work in all respects as set forth in the Special Provisions and certifies that all provisions of Oregon Law (ORS 279C.840), relating to prevailing wage rates, and all other applicable provisions of ORS 279A, B and C are incorporated in and shall be complied with in making this proposal. CONTRACTOR shall ensure all employees are paid not less than the specified minimum hourly rate of wage if the project is subject to the prevailing wage rate law. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

In the event the bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract documents, liquidated damages shall be paid to the County at

the rate of Four Hundred dollars (\$400.00) per day until the work shall have been finished, as provided by the Contract documents. It is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the work is not completed in a timely fashion. Sundays and legal holidays shall be excluded in determining days in default.

The bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract documents.

It is agreed that if the bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified performance bond within seven (7) calendar days after receipt of notification of acceptance of his proposal, then, in that event, the bid security in the sum of _____ Dollars (\$ _____) deposited herewith according to the conditions of the Advertisement for Bids and Instructions to Bidders, shall be retained by the County as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the bidder shall fail or refuse to enter into the Contract for the said work and to furnish the performance bond as specified in the Contract documents. Bid security in the form of cash or a certified check shall be subject to the same requirements as a bid bond.

If the bidder is awarded a construction contract on the proposal, the surety who will provide the performance bond will be:

_____ whose address is:

(Site Address)

_____, _____, _____
City, State, Zip

The name of the bidder who has submitted this proposal is doing business at:

(Site Address)

_____, _____, _____
City, State, Zip

_____, _____, _____
(Mailing Address) City, State, Zip

the latter which is the address to which all communications concerned with this proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this proposal, or of the partnership or of all persons interested in this proposal as principals, are as follows:

(If sole proprietor or partnership)

In witness hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

(If corporation)

In witness whereof, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers

this _____ day of _____, 20____.

Name of Corporation

By

Title

Attest: _____
Secretary

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME & NUMBER: _____

BID SUBMITTAL DEADLINE: 2:00 P.M. DATE: _____

DISCLOSURE FORM SUBMITTAL DEADLINE: 4:00 P.M. DATE: _____

This form must be submitted no later than 4:00 p.m. on the same day the bids are due in the County Public Works Office. Any and all bids received after the bid submittal deadline, or for which this First-Tier Subcontractor Disclosure Form has not been received by 4:00 p.m. will not be considered and will be returned to the bidder.

List below the name, address, subcontract dollar value, category of work, Construction Contractor Board (CCB) registration or State Landscape Contractors Board (SLCB) license number if applicable, contact name and telephone number of each subcontractor that will be furnishing labor or materials with dollar value equal to or greater than:

- a) 5% of the total Contract price, but at least \$15,000 (including all alternates); or
- b) \$350,000 regardless of the percentage of the total Contract price.

Note: You must enter "NONE", sign and submit the form if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed.)

| | |
|------------------|---------------------------|
| Firm Name | CCB/SLBC Number/Work Type |
| Address | Category of work |
| City, State, Zip | Subcontract Amount |

| | |
|------------------|---------------------------|
| Firm Name | CCB/SLBC Number/Work Type |
| Address | Category of work |
| City, State, Zip | Subcontract Amount |

NOTE: FAILURE TO SUBMIT THIS FORM BY THE 4:00 P.M. DISCLOSURE DEADLINE WILL RESULT IN A BID BECOMING NON-RESPONSIVE AND SUCH BID WILL NOT BE CONSIDERED FOR AWARD.

Form Submitted By (Bidder Name): _____

Form Received in the County Public Works Office:

Time: _____ Date: _____ By: _____

Note: Unless otherwise stated in the original Invitation to Bid, this form shall not be faxed. It is the responsibility of the Bidder to ensure timely receipt of the Form by the Public Works Office.

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

BIDDER'S NAME: _____

PROJECT NAME & NUMBER: _____

ORS 279C.505(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The County's award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the County to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the County at any time upon the County's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The Contractor has provided each employee with a copy of the drug testing policy.

The County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The County shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

Signature: _____

Printed Name, Title: _____

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of _____ (hereinafter called the principal),

as principal, and _____

(hereinafter called the surety), are held and firmly bound unto:

Benton County, Oregon (hereinafter called the obligee) in the penal sum of _____ Dollars (\$_____) for the payment of which the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the principal has submitted or is about to submit a proposal to the obligee on a Contract for:

NOW, THEREFORE, if the said Contract be timely awarded to the principal and the principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

(Seal)

Principal

Witness

Title

Surety

By _____

Attorney-in-Fact

BENTON COUNTY
CONSTRUCTION CONTRACT

In consideration of the covenants set forth below _____
_____ referred to as CONTRACTOR and BENTON COUNTY,
OREGON, a political subdivision of the State of Oregon, acting by and through its
Public Works Contracting Officer, hereinafter referred to as COUNTY, mutually
contract as follows:

- I. CONTRACTOR agrees and covenants with COUNTY that he will furnish all tools, equipment, labor, and material necessary to perform and complete in a good and workmanlike manner the following work:

CONTRACTOR agrees to complete the work by _____.

- II. That the advertisement for bid, the signed bid proposal, the bid unit price schedules, the bid proposal bond, the fully executed Contract, the fully executed performance bond, the Benton County Standard Provisions, the Oregon State Highway Department Standard Specifications, the Special Provisions, and the plans are hereby referred to and by reference made a part of this Contract. All work shall be done according to the terms, conditions and requirements of said Contract Documents.
- III. COUNTY agrees to pay CONTRACTOR as outlined in the attached bid proposal. Retainage shall be an amount equal to 5% of said progress payment until the work has been completed.
- IV. This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.
- V. CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

- VI. Background Checks: In order to perform work in secure areas in COUNTY buildings, CONTRACTOR and their sub contractors will need to submit to a criminal background check and have a Criminal Justice Information System (CJIS) clearance (which requires an online test). This process shall be coordinated with the Project Manager. In addition, CONTRACTOR will notify COUNTY when any employee is no longer in compliance with the security provisions of this background certification.
- VII. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed.
- VIII. INSURANCE: The CONTRACTOR as specified in the Benton County Standard Provisions and any subcontractors shall maintain insurance acceptable to the COUNTY (Section E) in full force and effect throughout the term of this contract. Workers' Compensation Insurance: If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to ORS 656.001 to 656.794, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers. CONTRACTOR shall maintain this insurance throughout the period of this contract.
- IX. CONTRACTOR shall abide by the provisions of ORS 279A, B and C, incorporated by this reference. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

Status of Contractor: The parties intend that CONTRACTOR, in performing the services specified in this Contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state worker's compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that he is not currently employed by the Federal government and the amount charged does not exceed his normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue

Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

- X. The CONTRACTOR shall:
- a. Make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the prosecution of the work provided for in this contract
 - b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation, or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Demonstrate that an employee drug testing program is in place and shall remain in place for the duration of this contract.
 - f. Ensure that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
 - (i) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
 - g. If this contract is subject to the prevailing wage rate law per ORS 279C.836, and where the project is over \$100,000 the CONTRACTOR and SUB-CONTRACTORS must file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI, unless the project meets other exclusions identified in this section or ORS 279C.836. CONTRACTOR shall verify Public Works Bond filing for any subcontractors prior to starting work on the project.

XI. In the event CONTRACTOR or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this public improvement contract within 30 days after receipt of payment from COUNTY or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from COUNTY or from the contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

CONTRACTOR

BENTON COUNTY

Principal

By _____
Josh Wheeler, P.E.
Director of Public Works &
Contracting Officer

Name Title

Date

Date

Employer I.D. Number or
Social Security Number

Approved as to Form:

Contractor's Board Number

County Counsel

Date

CONTRACTOR - sign the following Affidavit if you are an owner/operator business.

AFFIDAVIT OF OWNER/OPERATOR BUSINESS

CONTRACTOR declares that s/he does not currently employ, and will not employ any individuals for work under this contract during the term this contract is in force.

Principal

Date

SPECIAL PROVISIONS

SCOPE OF PROJECT AND GENERAL INFORMATION

Scope of Project and Location

Pre-bid

A pre-bid walk through will be held

Sub-contractors

All sub-contractors shall attend pre-construction conference.

Award

Award will be made to the lowest qualified bid for the project.

Payment

Payment for the various items of work shall be made at the Contract unit prices or adjusted unit prices as set forth herein. Such payment shall constitute full compensation for all labor, tools, equipment, materials, and cleanup required for a complete operating project. All incidental items of work for a complete project for which pay items do not appear shall be included in the prices bid for the various other items to which they are incidental.

No payment will be made for any materials exceeding 5% of the Engineer's estimated quantities without written approval prior to the furnishing and placement of those materials.

COUNTY and/or CONTRACTOR shall withhold 25% of amounts owed if certified payrolls are not submitted as required by BOLI.

Prevailing Wages

Prevailing wage rates are incorporated in this bid document by reference. Find those rates at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. At final contract signing, applicable rates on bid opening date will be included.

Completion Date

All work shall be completed by _____.

Notification of Construction Schedule

The Contractor shall notify the _____ of the date construction will begin at least five (5) days prior to that date. The Contractor shall also notify the inspector at least 48 hours prior to the re-commencement of construction after any temporary work halt.

Permits

CONTRACTOR shall be responsible for all permits.

Traffic Control

Traffic control and protection is the sole responsibility of the Contractor and shall be in accordance with MUTCD. The Contractor shall submit a signing plan prior to starting work.

The Contractor shall provide and maintain flaggers, barricades, and signs throughout the course of the project, as necessary, to warn the public at all times on right of way and easements affected by work operations.

Technical Specifications

All work performed by the contractor shall conform to

ATTACHMENT E

INSURANCE REQUIREMENTS

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract.

It is agreed that any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR. The policy or policies of insurance maintained by the CONTRACTOR and its subcontractors shall provide at least the following limits and coverages.

TYPE OF INSURANCE & LIMITS OF LIABILITY

General Liability including personal injury, bodily injury and property damage with limits as follows:

Either

\$1,000,000 Per Occurrence / \$2,000,000 General Aggregate /
\$2,000,000 Products and Completed Operations Aggregate.
Aggregates shall apply per Project.

Or

_____ \$2,000,000 Per Occurrence / \$4,000,000 General Aggregate /
\$4,000,000 Products and Completed Operations Aggregate. Aggregates
shall apply per project.

Automobile Liability Covering any vehicle used on County business

Either

_____ \$1,000,000 per accident

Or

_____ \$2,000,000 per accident

Worker's Compensation Per Oregon State Statutes

_____ **Professional Liability** limits not less than \$1,000,000 Per Claim and
\$1,000,000 annual aggregate with 24 months tail coverage.

_____ **Property of Others in Transit** (if Contractor to haul County Equipment)
limits to be not less than \$100,000 per occurrence / \$500,000 General
Aggregate

If this contract extends beyond July 1, 2019, the above limits shall rise to the limits established in the Oregon Tort Limit Act, ORS 30.260, 30.261, 30.272, and 30.273. Contractor must provide proof of increased insurance coverage to coincide with statutory increases in the tort liability caps.

CONTRACTOR'S general liability and automobile insurance must be evidenced by certificates from the insurers. The policies shall name Benton County, its officers, agents and employees as additional insureds and shall provide Benton County with a 30-day notice of cancellation.

Worker's compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name Benton County as an additional insured, but must list Benton County as a certificate holder and provide a 30-day notice of cancellation to Benton County.

Certificates of Insurance shall be forwarded to:

Benton County Public Works
360 SW Avery Avenue
Corvallis, OR 97333

CONTRACTOR agrees to deposit with the COUNTY, at the time s/he returns the executed contract, Certificates of Insurance or Binders of Insurance if the policy is new or has expired, sufficient to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the COUNTY during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder. Notwithstanding said insurance, CONTRACTOR shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this contract.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

duly authorized to transact surety business in Oregon, as surety, are jointly and severally held and bound unto Benton County 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 Benton County, which Contract, together with the applicable Contract documents is by this reference made a part hereof, whereby the said principal agrees to perform certain work and to assume certain obligations, which things he agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said Contract.

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 applicable Contract documents, and shall indemnify and save harmless Benton County, the Benton County 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 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 contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from the Contractor or his subcontractors incurred in the performance of said Contract, and pay all sums of money withheld from the Contractor's employees and

payable to the State Tax Commission pursuant to ORS 316; and shall pay all other just debts, dues and demands incurred in the performance of the said Contract and shall pay Benton County, such damages as may accrue to the County under said Contract 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.

Witness our hands this _____ day of _____, 20_____.

Principal

By: _____

Title: _____

Surety attorney-in-fact

By: _____

Title: _____

Principal

By: _____

Title: _____