



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Farline Bridge, Inc. for Construction of the
Pudding River (Whiskey Hill Road) Bridge #01559 Project**

Purpose/Outcomes	This contract will provide funding for construction of the Pudding River (Whiskey Hill Road) Bridge #01559 Project.
Dollar Amount and Fiscal Impact	The contract value is \$5,059,500.65
Funding Source	89.73% FHWA Surface Transportation Funds \$ 4,539,889.93 10.27% County Road Funds \$ 519,610.72
Safety Impact	The existing bridge is very narrow and structurally deficient and will be replaced with a new structure meeting current design standards
Duration	Contract signing through 1/31/18
Previous Board Action	04/14/11: BCC Approval of Agreement No. 27472 for design of the subject project 07/18/13: BCC Approval of Agreement No. 27929 for right of way services for the subject project 07/25/13: BCC Approval of Amendment No. 1 to Agreement No. 27472 07/17/14: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project 09/11/14: BCC Approval of Agreement with Marion County to perform right of way negotiations and acquisitions in Marion County for the subject project
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will help grow a vibrant economy and ensure safe communities by improving safety and reliability on a major arterial roadway in Clackamas County by replacing a structurally deficient bridge. 2. The new bridge will provide strong infrastructure and improve safety for the community by replacing a bridge that is aligned along a horizontal curve with poor sight distance and has a history of accidents.
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD 503-742-4658

BACKGROUND:

As part of the Federal Highway Bridge Program (HBP) and Federal-Aid Surface Transportation Program (STP), Clackamas County received funding for the replacement of the Pudding River (Whiskey Hill Rd) Bridge. The existing Pudding River (Whiskey Hill) Bridge was built in 1931 and

is listed as structurally deficient with a sufficiency rating of 11.5. This project will replace the existing bridge with a new structure that meets current design standards.

On March 9, 2016, staff advertised the Pudding River (Whiskey Hill Road) Bridge #01559 Project for competitive bids. The County received six bids. The lowest responsive and responsible bidder was Farline Bridge, Inc. with a bid of \$5,059,500.65. The project is expected to begin at contract signing and be substantially complete by June 14, 2017. The contract will be complete by January 31, 2018, which allows for plant establishment.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs the contract with Farline Bridge, Inc. for construction of the replacement of the Pudding River (Whiskey Hill Road) Bridge #01559 Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the **May 5, 2016**_agenda by the Procurement Division.



LANE MILLER
MANAGER

PURCHASING DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

May 5, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **May 5, 2016** this contract with Farline Bridge, Incorporated for the **Pudding River (Whiskey Hill Road) Bridge #01559** for the Clackamas County Department of Transportation and Development Engineering Division. This project was requested by Joel Howie, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Forty-four bid packets were sent out with ten bids received: Farline Bridge - \$5,059,500.65; MJ Hughes Construction - \$5,316,141.10; Carter & Company - \$5,362,123.50; Stellar J - \$5,597,213.77; Hamilton Construction - \$5,735,568.80; and Cascade Bridge - \$6,116,836.00. After review of all bids, Farline Bridge, Incorporated was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$5,059,500.65. All work shall be completed per the scheduled contract requirements with a contract completion date of January 31, 2018. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-7432-02105-481200-22184 for fiscal years 2015/2016, 2016/2017 and 2017/2018.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

**AGREEMENT WITH FARLINE BRIDGE, INCORPORATED FOR THE PUDDING
RIVER (WHISKEY HILL ROAD) BRIDGE #01559**

THIS CONTRACT, made and entered into in triplicate by and between Clackamas County, hereinafter called "COUNTY" and **FARLINE BRIDGE, INCORPORATED**, hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

Section 1. Incorporation of Full Terms and Conditions: This contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

Section 2. Contract Documents: The complete Contract consists of the following documents, which are incorporated herein by reference: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the General Information, Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, the Agreement including Sections 1-33, the Disadvantaged Business Enterprise Provisions, the Federal Contract Provisions, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the COUNTY and entitled **PUDDING RIVER (WHISKEY HILL ROAD) BRIDGE #01559** and further identified by the signature of the parties to this agreement and all modifications thereof incorporated in the documents before their execution.

Section 3. Work to be Done: The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **PUDDING RIVER (WHISKEY HILL ROAD) BRIDGE #01559** for the contract price of **\$5,059,500.65** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the COUNTY.

Section 4. Completion Time and Duration of Contract. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be completed by January 31, 2017, except for temporary work bridge removal, MHMAC Paving, drainage curb, striping, and plant establishment; complete all work by April 20, 2017, except for temporary work bridge removal and plant establishment; complete all work by June 14, 2017, except plant establishment. Complete plant establishment by January 31, 2018 in conformance with 01040.70.** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly.

Section 5. Contract Payments: The COUNTY promises and agrees, that upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices

submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. See Contract Documents Section 8; General Conditions, 00195.50.

Section 6. Permits-Licenses-Safety: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

Section 7. Materials-Improvements: Title to materials, improvements and other property, required of the CONTRACTOR by this contract, shall vest in and become the property of the COUNTY at the time such are furnished by the CONTRACTOR and accepted by the COUNTY. Only materials, improvements and property free and clear of liens, claims and encumbrances shall be so furnished by the CONTRACTOR.

Section 8. Responsibility for Work: See Section 8 Contract Documents; General Conditions, 00170.80.

Section 9. Final Inspection: See Contract Documents Section 8; General Conditions, 00150.90.

Section 10. Materials from County Property: The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the COUNTY unless specially authorized by this contract or by written consent of the COUNTY.

Section 11. Prosecution of the Work: The CONTRACTOR shall commence no work under this contract until the CONTRACTOR and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.

Section 12. Emergency Conditions-Suspension of Activities: The COUNTY shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors of the CONTRACTORS under this contract for such period or periods of time as the COUNTY may deem necessary when due to a fire hazard emergency caused by climatic conditions or otherwise.

OTHER PAYMENTS

Section 13. Payments, Contributions and Liens:

- (1) Under the provisions of ORS 279C.505 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 such contract.
 - b. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the 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 Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency 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 (4) 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 9 percent per annum. The amount of interest may not be waived.
- (4) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

Section 14. Medical Care: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

LABOR LAWS - WAGE RATES

Section 15. Labor Laws and Prevailing Wages: If the contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than 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, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) 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 (B) 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; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(1) Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

INDEMNITY – INSURANCE – BONDS

Section 16. Indemnity: The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

The CONTRACTOR agrees to indemnify, save harmless and defend the STATE OF OREGON, OREGON TRANSPORTATION COMMISSION and the OREGON DEPARTMENT OF TRANSPORTATION, its respective officers, members, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

Section 17. Insurance:

(1) The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The COUNTY, at its option, may require a complete copy of the above policy.

(2) If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

(3) If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

(4) The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

(5) The certificate of insurance, other than the worker's compensation and pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

The certificate of insurance, other than the worker's compensation and pollution liability insurance shall include the STATE OF OREGON, the OREGON TRANSPORTATION COMMISSION and the OREGON DEPARTMENT OF TRANSPORTATION, its respective officers, members, agents and employees as a scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such

insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute

(6) The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

(7) The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this Agreement, unless this requirement is expressly modified or waived by the COUNTY.

Section 18. Bonds: The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS279C.830

Section 19. Acceptance of Bond and Insurance: The bond and insurance required by this contract shall be furnished to the COUNTY within 10 days of the date of this contract, and no operation shall be started prior to written acceptance of said bond and insurance by the COUNTY.

ADMINISTRATION OF CONTRACT

Section 20. Extension of Time: See Contract Documents Section 8; General Conditions, 00180.60 and 00180.80.

Section 21. Alterations in Details: See Contract Documents Section 8; General Conditions, 00140.30.

Section 22. Adjustment of Contract: Notwithstanding any other provisions of this contract, the COUNTY may, pursuant to Oregon law, make adjustments in the contract when material effect upon the volume and value of work to be done under the contract is caused by major catastrophes or disasters resulting from act of God, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the contract, insofar as possible; provided, however, that any loss or cost to third parties is in no way recoverable from the COUNTY through action or otherwise by third parties, and provided, further, the CONTRACTOR make written application to the COUNTY within 30 days after the event.

Section 23. Violations, Suspension and Cancellation: See Contract Documents Section 8; General Conditions, 00180.70.

Section 24. Subletting of Contract: See Contract Documents Section 8; General Conditions, 00180.20 and 00180.21.

Section 25. Assignment of Contract: See Contract Documents Section 8; General Conditions, 00180.05.

Section 26. Notices: See Contract Documents Section 8; General Conditions, 00140.40, 00150.30, 00180.60 and 00199.20.

Section 27. Authorized Representative: During any period of operations or activity on the project entitled **PUDDING RIVER (WHISKEY HILL ROAD) BRIDGE #01559**, and during any period of doing the work required by this contract on location, the CONTRACTOR shall have a designated representative or representatives available to the COUNTY on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the COUNTY and to take such action as may be required in regard to performance of the CONTRACTOR under this contract. The COUNTY shall designate to the CONTRACTOR, the AUTHORIZED REPRESENTATIVE, or his designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this contract.

Section 28. Inspection: The COUNTY, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the

CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

Section 29. Removal of Equipment and Materials: It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this contract, is to promptly remove from the work location, and other property owned or controlled by the COUNTY, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the COUNTY. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day this contract terminates, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the COUNTY, shall become the property of the COUNTY and may be used or otherwise disposed of by the COUNTY without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may transfer title. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the contract.

Section 30. Liability of Public Officials: In carrying out any of the provisions of this contract, or in exercising any power or authority granted under this contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, its employees, and its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the COUNTY.

Section 31. Laws, Regulations and Orders, and Tax Law Covenant:

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

(2) The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY's setoff right, without penalty; and
- c. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The COUNTY shall be entitled to recover any and all damages suffered as the result of the CONTRACTOR's breach of this Contract, including

but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and the COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

(3) The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;

b. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;

c. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and

d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 32. Description of a CONTRACTOR: The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

(1) The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

(2) This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System)

(3) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 33. Constitutional Debt Limitation: This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

The undersigned, by its signature, agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Farline Bridge, Incorporated
PO Box 149
Stayton, OR 97383

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Authorized Signature

Chair

Name, Title (Printed)

Recording Secretary

Date

Date

Telephone / Fax Number

194787
CCB License Number

APPROVED AS TO FORM

786089.90
*Oregon Business Registry Number

County Counsel

DBC Oregon
Entity Type / State of Formation

Date

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.