



BUILDING & GROUNDS

October 25, 2023

Landscape Maintenance Contractors

Request for Competitive Quotes

Project Location: Clatsop County Building's, Astoria, Oregon
800 & 820 Exchange, Courthouse - 749 Commercial and
County Jail -1250 SE 19th St., Warrenton

Return quotes no later than November 7, 2023 at 2:00 p.m.

Clatsop County is seeking competitive quotes for the following project:

Landscape Maintenance work:

Scope of Work:

1. **Monthly:** at Buildings' 800, 820 Exchange St, and Courthouse on 749 Commercial St. in Astoria OR -- prune all shrubs, weed plant beds, and edge all lawn areas at sidewalks or curbs. Plan a soil and plant amendment program, the goal is healthy green landscape, with low amounts of weeds and moss, the seasonal application of amendments will be included in the plan. Provide plan to County for approval. Seasonally apply fertilizer/amendments to all shrubs, apply fertilizer and weed control to all lawn areas, apply moss control methods to remove the moss from the lawns. Apply weed control to sidewalk and building joints. Blow all sidewalks and remove all debris.
2. **Annual:** Thatch lawn area one time per year. Aerate all lawn areas one time per year.
3. **Quarterly:** County Jail – 1250 SE 19th St. Warrenton. Perform the following: prune all shrubs, weed plant beds, and edge all lawn areas at sidewalks or curbs. Plan a soil and plant amendment program, the goal is healthy green landscape, with low amounts of weeds and moss, the seasonal application of amendments will be

included in the plan. Provide plan to County for approval. Seasonally apply fertilizer/amendments to all shrubs, apply fertilizer and weed control to all lawn areas, apply moss control methods to remove the moss from the lawns. Apply weed control to sidewalk and building joints. Blow all sidewalks and remove all debris.

4. **Annual;** Thatch lawn area one time per year. Aerate all lawn areas one time per year.
5. The Contract is intended to be active for two years.

CONTRACTOR SHALL:

Comply with the, State Building Codes and the requirements of local code officials.
Comply with all OSHA safety requirements.

Assume damage to existing building caused by work on this project and restore any damage.

Must have a City of Astoria Business License.

Must have a Commercial Pesticide Operators Licensee, application of Pesticides to be the least toxic and natural methods to achieve the goal of a healthy landscape while reducing pest and weeds. Bidder must determine which license is required based on the work they plan to complete. Note that bidder may sub-contract for the Tree Trimming work and that work on the tree trimming must be done by a Licensed Landscape Contractor.

Enter into a contract with Clatsop County and provide insurance certificates.

The site is available for inspection.

Please direct all questions and return quotes no later than November 7, 2023 at 2:00 p.m.

Matt Gerber, Facility Manager
800 Exchange,
Suite 222 Astoria,
OR 97103
[mgerber@clatsop
county.gov](mailto:mgerber@clatsopcounty.gov)
503-338-3695,
Fax 503-325-8606

Clatsop County will be the sole judge in determining award of the contract and reserves the right to reject all proposals.

Attached: Bid Form, Sample contract, Map – Landscape Maintenance Area

Project Proposal Form

Clatsop County: Landscape Maintenance

The undersigned, contractor declares:

That the only person or parties interested in this Proposal as principals are those named therein;

That this Proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined and fully understands the applicable Specifications, Plans, Drawings, Sample Contract, General Information and General Requirements and other required provisions relating to the Work, on file in the office of the Public Works of Clatsop County and as hereby made a part of this agreement;

That he submits this Proposal subject to the terms and conditions stated in the Specifications and Form of Contract;

That if this bid is accepted, he will contract with said Clatsop County in the approved form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements as therein set forth;

That he will accept as full payment, therefore, the amount earned under the contract in the manner described in the General Requirements;

That he will comply with the provisions of ORS 279C.800 through 279C.870 regarding prevailing wage rates (if a contract for work or improvement over \$50,000) and all other applicable provisions of Oregon law as well as all Clatsop County ordinances and rules relating to public contracting;

That he has not discriminated against minorities, women, or small business enterprises in obtaining any subcontracts;

That he is not in violation of any Oregon Tax Law;

10/16/2023

Project Proposal Form

Quotes: Clatsop County: Landscape Maintenance Quotes

Building	Monthly	Annual
800/820 Exchange St.	\$	\$
Jail		
Courthouse Block	\$	\$
Total	\$	\$

Hourly Rate for Extra work requested by the County. \$_____

In general all work can be completed during the typical Monday through Friday 8:00 AM to 5:00 PM work, at times the grounds and lawn areas at the Courthouse will have a noise restriction during typical Court hours. Work times must comply with the City of Astoria noise and work rules.

If this proposal is accepted and the undersigned shall fail to or neglect to contract as aforesaid within ten (10) days from date of receiving from the County, the contract, prepared and ready for execution, the County may at their option, determine that the bidder has abandoned the contract.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Bid as partners or principals are as follows:

Name

Address

Company Name

Address

Contractor's License No. _____

Signature: _____

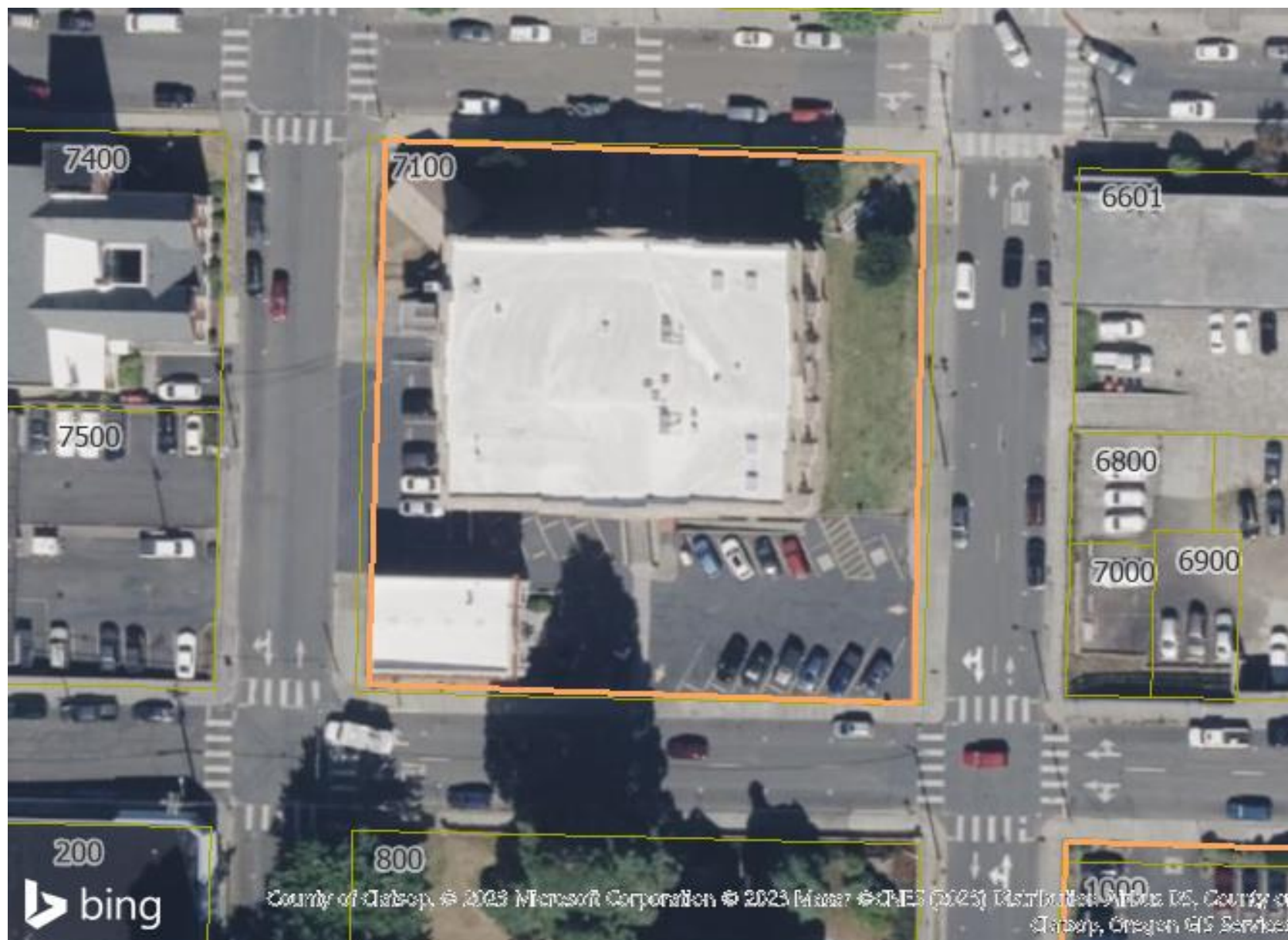
Project Proposal Form to be delivered prior to the date and time listed on the RFQ. To the following address.

Clatsop County Building & Grounds
Matt Gerber
800 Exchange St., Suite 222, Astoria, OR 97103





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CLATSOP COUNTY, OREGON

800 Exchange, Suite 310

Astoria, Oregon 97103

An Equal Opportunity Employer

Clatsop County Construction Contract

This Contract is by and between **Clatsop County (County)** and **(Contractor)**. Whereas **County** has need of the services which **Contractor** has agreed to provide; **Now**

Therefore, in consideration of the sum not to exceed \$____ to be paid to **Contractor** by **County**, **Contractor** agrees to perform between date of execution and _____, inclusive, the following specific construction services:

A. The Work:

B. Payment Terms: Payment will be made 30 days from receipt of invoice and approval of work by County.

C. Miscellaneous:

1. **Written Notice.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

2. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the District or Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of **County** shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of **County** according to law.

3. **Compliance.** **Contractor** shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279C.505 through 530 (Construction Contracts) are incorporated herein. Specifically, Contractor shall:

- a. Promptly pay, as due, all persons supplying labor and material for the performance of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the contract, pursuant to ORS 279C.515.
- b. If this contract is for a public improvement, if Contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing

labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment.

- c. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract.
- d. Not permit any line or claim to be filed or prosecuted against **County**, on account of any labor or material furnished by **Contractor**.
- e. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- f. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279A.055, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279C.520.
- g. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279C.530.
- h. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
- i. If this contract is for a public improvement, **Contractor** represents and warrants that at the time of the execution of this agreement they have, and shall maintain during the term of this agreement an employee drug-testing program for its employees.
- j. If this contract is for a public improvement, if 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, subject to ORS 279C.515.
- k. If this contract is for a public improvement exceeding \$50,000, Contractor, subcontractor or other person doing or contracting to do any of the work of this contract will pay workers prevailing wage rates as contained in bid specifications and workers shall be paid not less than the specified minimum hourly rate of wage.
- l. Contractor shall comply with all rules, regulations and ordinances of agencies of the State of Oregon, Army Corps of Engineers, Environmental Protection Agency and Clatsop County that deal with the prevention of environmental pollution and the preservation of natural resources.

- m. If this contract is for a public improvement exceeding \$50,000, and contractor is required to pay prevailing wages under ORS 279C.800 to 279C.870, then contractor must file a \$30,000 BOLI bond with the Construction Contractors Board before starting work on a contract or subcontract. Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project, unless exempt.
- n. If this is for a public improvement exceeding \$50,000, a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- o. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
- p. If this contract includes demolition, the contractor shall salvage or recycle construction and demolition debris if feasible and cost-effective. If contract includes lawn and landscape maintenance, contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective, per ORS 279C.510.

4. **Judicial Rulings.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

5. **Independent Contractor.** **Contractor**, in carrying out the services to be provided under this Agreement, is acting as an "independent Contractor" and is not an employee of **County**, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an Independent Contractor, **Contractor** will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, **Contractor** is free to contract with other parties, on other matters, for the duration of this Agreement.

6. **Indemnification.** **Contractor** shall save harmless, indemnify, and defend **County** for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from **Contractor's** performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of **Contractor** or its employees or agents.

7. **Worker's Compensation.** **Contractor** shall comply with ORS 656.017 for all employees who work in the State of Oregon. If the **Contractor** hires employees, he or she shall provide **County** with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

8. **Nondiscrimination.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by **County**.

9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **Subcontracting/Nonassignment.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of **County**.

11. **Survival.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. **Standard of Services and Warranty.** **Contractor** agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the **Contractor** must perform the services based in part on information furnished by **County** and that **Contractor** shall be entitled to rely on such information. However, the **Contractor** is given notice that **County** will be relying on the accuracy, competence and completeness of **Contractor's** services in utilizing the results of such services. The **Contractor** warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

13. **Ownership and Use of Documents.** All documents, or other material submitted to the **County** by **Contractor** shall become the sole and exclusive property of **County**. All material prepared by **Contractor** under this Agreement may be subject to Oregon's Public Records Law.

14. **Tax Compliance Certification.** **Contractor** hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of **Contractor's** knowledge, **Contractor** is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. **Contractor** represents that **Contractor** will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If **Contractor** fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the **Contractor** shall be in default and **County** may terminate this agreement and pursue its remedies under the agreement and under applicable law.

15. **Insurance.** **Contractor** shall purchase and maintain at **Contractor's** expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$1,000,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$1,000,000 for each occurrence, \$2,000,000 aggregate. In addition, all such insurance, with the exception of Professional Liability, shall name **County**, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to **County** shall be submitted to **County**. Some, or all, of the required insurance may be waived or modified if approved by **County's** counsel as follows:

_____ *(Approved by County Counsel)*

(Comments)

(Contractor's Initials)_____

All terms on the previous pages of this document are hereby made a part of this Agreement.

This Agreement will not be effective until approved by the County Commission.

FOR COUNTY:

FOR CONTRACTOR:

Signature

Date

Signature

Date

Title

Title

Contractor Address: