

POLK COUNTY BOARD OF COMMISSIONERS

DATE: April 19, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a)** Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
- 3. COMMENTS (for items not on this agenda)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM April 12, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**

CONSENT CALENDAR

- (a)** Polk County Contract No. 23-57, Knife River Corporation – Northwest
(Todd Whitaker, Public Works Director)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION
PURSUANT TO ORS 192.660.**

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES April 12, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Pope declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Mordhorst was present and Commissioner Gordon was absent

Staff present: Greg Hansen, Administrative Officer
Morgan Smith, County Counsel
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

The Homeless Prevention Advisory Council meeting on April 12, 2023 has been canceled.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

5. APPROVAL OF MINUTES OF BOARD MEETING OF March 29, 2023

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF March 29, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE QUORUM.

7. LENGTH OF SERVICE AWARDS

The Board of Commissioners and staff recognized the following employee for their years of service:

- Jim Rydzewski – 15 years
- John Frey – 10 years
- Amanda Stephens – 10 years
- Jesuscita Morales – 10 years

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- (a) **Polk County Contract No. 23-52, Riverbend Materials
(Todd Whitaker, Public Works Director)**
- (b) **Polk County Contract No. 23-53, Albina Asphalt
(Todd Whitaker, Public Works Director)**

There was no need for an executive session. Commissioner Pope adjourned the meeting at 9:02 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

CONTRACT

THIS AGREEMENT, made and entered into in duplicate this 4th day of April 2023, by and between POLK COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, herein known as "County", and the below named company, herein referred to as "Supplier" for the Project entitled **2023 Chip Seal**, Project No. 2302.

Company Name: Knife River Corporation - Northwest
~~Knife River Aggregate Sales, NW Division~~
 Address: 32260 Old HWY 34
 Tangent, OR 97389

1. **SUPPLIER'S SERVICES:** Supplier, hereby agrees to supply the following materials:

3/8" - #8 Graded Aggregate

at the unit prices shown on the attached Quote Sheet and to provide materials meeting the specifications and production schedule, and do all things in accordance with the applicable General and Special Provisions for the above named project, and in accordance with such alterations and modifications of the same as may be made by County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Supplier. For the purposes of this Agreement, the terms Supplier and Contractor are the same.

2. **AGREEMENT DURATION:**

- a. **EFFECTIVE DATE:** This Agreement is effective when last signed by Supplier and Agency.
- b. **EXPIRATION DATE:** This Agreement will expire one year from the date last signed.

3. **LAWS AND REGULATIONS:** County and Supplier agree to comply with the Ordinances and regulations of County; applicable provisions in any contract between County and the State of Oregon relating to the services to be provided under this Agreement by the Supplier; and all provisions of Federal and State Law, rules and regulations relating to Supplier's performance of services under this agreement.

4. **HOLD HARMLESS:** Supplier shall defend, indemnify and save harmless County, its Boards of Commissioners, officers, agents, and employees from all suits, actions,

or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Supplier, his employees; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of Supplier; or because of any claims or amounts arising or recovered under any Worker's Compensation law or any other law, ordinance, order or decree; and so much of the money due Supplier if any by virtue of this Contract as may be considered necessary by County for such purpose may be retained for the use of County; or, in case no money is due, the Supplier's surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to County; except that money due Supplier will not be withheld when Supplier produces satisfactory evidence that Supplier is adequately protected by general liability and property damage insurance, and that said insurance expressly identifies County and its agents as additional insured.

5. **MONITORING:** Supplier agrees that services provided under this contract by Supplier; facilities used in conjunction with such services; Supplier's policies, procedures, performance data, financial records, and other similar documents and records of Supplier; that may pertain to services under this contract, shall be open for inspection by County's agents at any reasonable time during business hours. Supplier agrees to retain such records and documents for a period of seven (7) years, or such longer period as may be prescribed for such records and documents by the State Archivist of Oregon.
6. **PAYMENTS/CONSIDERATION:** In consideration of the faithful performances of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Agreement, Bid Sheet, and all general and detailed Specifications which are a part hereof, and in accordance with the directions of County and to its satisfaction, County agrees to pay Supplier the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Agreement and to make such payments in a timely manner.
7. **WITHHOLDING PAYMENTS/LIQUIDATED DAMAGES:** Notwithstanding any other payment provision of this contract, if Supplier fails to produce or transport the material at the mutually agreed upon schedule, County may immediately withhold payments under this Agreement and/or assess liquidated damages at \$250 per Calendar Day. The production schedule is outlined in the Bid Specifications.

8. **INSURANCE:** Supplier shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of Supplier. Supplier may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. No work will be allowed until an insurance certificate naming County and its agents as an additional insured has been received by County. Such liability insurance, whatever the form, shall not be less than the limits of public body tort liability specified in ORS 30.269 with provision for increased coverage as such limits are increased by legislative action. Supplier and/or his insurance company shall provide advance notification as described in Section 170.70(e) of the Oregon Standard Specifications for Construction.
9. **TERMINATION:** All or part of this Contract may be terminated by mutual consent of both parties; or by County at any time after 30 days notice in writing. In addition, County may terminate all or part of this Contract for any one or more of the reasons specified below:
- a. After 10 days notice, if funding to County from Federal, State or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services and materials. County will give more notice whenever possible.
 - b. After 30 days notice, if Federal or State regulations are changed in such a way that services and materials no longer are allowable under this Contract.
 - c. Immediately, on notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law, rule or regulation to be held by Supplier to provide services and materials under this Contract.
 - d. Immediately, if Supplier fails to provide services and materials, or fails to meet any performance standards as specified by County in this Contract (or subsequent modifications of this Contract) within the time therein specified, or any extensions thereof.
 - e. Immediately, if County has evidence that Supplier has endangered or is endangering the health and safety of clients, residents, staff or the public.
 - f. Immediately, upon failure of Supplier to comply with the provisions of this Contract and all applicable Federal, State and local laws, rules and regulations.

- g. Termination, or the withholding of payments or reduction of obligation under 00195.70, shall be without prejudice to any other obligation or liability of either party accrued prior thereto.
- 10. **SETTLEMENT OF DISPUTES:** Differences between a Supplier and County, will be resolved when possible at appropriate management levels.
- 11. **DISPUTES:** All disputes and all claims for alleged breach of contract shall, within ten (10) days of the commencement of dispute be presented in writing to County for decision; but in the meanwhile, Supplier shall proceed with the work as directed.
 - a. Supplier shall submit in detail, the claim and proof thereof. The County, with reasonable promptness, shall render its decision to the Supplier in writing.
 - b. If Supplier does not agree with any decision of The County, Supplier shall accept that decision from the final release.
 - c. If Supplier has (1) given notice of any dispute within the limit stated above; (2) taken exception to County's decision in the release; and (3) brought suit by way of arbitration proceeding pursuant to ORS 36.300 through 36.365 within 120 days after receipt of final payment under this contract or within six months of a written request by County that Supplier submit a final voucher and release, whichever time is the lesser; then County's decision shall not be final and conclusive but the dispute shall be tried in arbitration on its merits. If the above conditions precedent have not been met, Supplier agrees that his non-compliance with the conditions precedent constitutes a waiver of right to assert a claim.
- 12. **ATTORNEY FEES:** If an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any terms for this contract, the prevailing party of said action is entitled to the recovery of reasonable attorney fees.
- 13. **CAPTIONS:** The heading or captions in this contract are solely for convenience of the reader, and do not have legal effect.
- 14. **CHOICE OF LAW:** This contract shall be governed by the laws of the State of Oregon.
- 15. **VENUE:** Venue relating to this contract shall be in the Circuit Court of the State of Oregon for Polk County, located in Dallas, Oregon.

16. **SEVERABILITY:** If any provision of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
17. **CONFIDENTIALITY:** Supplier understands and agrees that some records that will be made available are or may be considered confidential under ORS 308.290 and 308.413. Supplier agrees to comply with any and all confidentiality laws and regulations and will sign a confidentiality agreement if provided by County.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATION, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Dated this 4th day of April, 2023.



Supplier Signature Contracts & Risk Manager, Assistant Secretary
Knife River Corporation - Northwest

93-0504596

Tax ID Number

Approved by the Polk County Board of Commissioners at their regular meeting on _____, 2023.

Chairman, Polk County Board of Commissioners

Approved as to Form:

Polk County Counsel

Polk County
2023 Chip Seal - Quote Tabs - Schedule B

				KNIFE RIVER		RIVERBEND		BAKER ROCK	
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	3/8" - 1/4" GRADED AGGREGATE	6300	TON		\$ -		\$ -		\$ -
2	3/8" - NO. 4 GRADED AGGREGATE	6300	TON		\$ -		\$ -		\$ -
3	3/8" - NO. 8 GRADED AGGREGATE	430	TON	\$ 29.15	\$ 12,535		\$ -		\$ -
Total					\$ 12,535	NO BID		NO BID	
	PCPW Haul Costs	430	TON	\$ 9.81	\$ 4,216	\$ -	\$ -	\$ -	\$ -
	Adjusted Unit Cost	430	TON	\$ 38.96	\$ 16,751	\$ -	\$ -	\$ -	\$ -