

PART 1:
BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the **Aumsville Wastewater Treatment Plant Improvement Project** will be received on behalf of **the City of Aumsville** (“Owner”) by **Christopher J. Brugato, P.E.**, Project Manager, of Westech Engineering, Inc. at 3841 Fairview Industrial Drive SE, Suite 100, Salem, Oregon 97302-1192, until the bid closing time of 2:00 p.m. local time on July 14, 2026. Bids will be publicly opened (*at the above address*) and the applicable information read aloud immediately after the bid closing time, and while bid totals and apparent low bidders will be available, formal written bid tabulations will not be finalized until after 4:00 p.m. (*the submittal deadline for the “First-Tier Subcontractor Disclosure Form”*). Bids shall be submitted in a sealed envelope clearly marked “**Bid for the Aumsville Wastewater Treatment Plant Improvement Project**”, showing the date and time of the public bid closing, as well as the Bidders name, and shall be delivered to the location specified above, by or before the above bid closing time.

By no later than 4:00 p.m. local time on July 14, 2026 (i.e., 2 working hours after the bid closing), each bidder shall deliver to **Christopher J. Brugato, P.E.**, Project Manager, of Westech Engineering, Inc., at the same address as the bids were delivered to, the “First Tier Subcontractor Disclosure Form” contained in the bidding documents. This form shall be submitted regardless of the bid total. Bidders who fail to submit the required disclosure form will be considered non-responsive, and their bid will not be considered for award. The disclosure form shall either be submitted in the same envelope as the bid, or shall be submitted in a separate sealed envelope clearly marked “**Disclosure Form for the Aumsville Wastewater Treatment Plant Improvement Project**”, showing the date and time of the disclosure submittal deadline, as well as the Bidders name.

The work includes the following:

- Providing soil stabilization at the wastewater treatment plant site by means of rammed aggregate piers.
- Constructing a new elevated headworks with a mechanically cleaned screen.
- Constructing two new sequencing batch reactor basins, a new equalization basin, and a blower building.
- Constructing a new chlorine contact chamber.
- Constructing a new dissolved air floatation clarifier in a new building.
- Constructing new chemical feed equipment.
- Constructing a new irrigation/DAF feed pump station.
- Constructing a new storage building.
- Constructing new electrical power distribution and control equipment.
- Providing grading, paving and site piping, electrical and instrumentation work.

Owner as “Buyer” has executed procurement contracts with Xylem Water Solutions, USA and Krofta Technologies, LLC as “Sellers” for the procurement of goods and special services for the Aumsville Wastewater Treatment Plant Sequencing Batch Reactor Equipment and the Aumsville Wastewater Treatment Plant Dissolved Air Floatation Equipment. The materials and equipment to be provided through the procurement contracts are to be furnished and delivered to the Site for installation by Contractor. Owner will assign said procurement contracts to Contractor as set forth in the Agreement. Contractor will accept the assignment, as Buyer (Contractor/Assignee), and will be responsible to Owner for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor. The contract documents for the said procurement contracts are included as appendices to the Project Manual.

A **non-mandatory** pre-bid meeting & site inspection for prospective bidders will be held at the project site (*beginning at the treatment plant site 955 Olney St, SE Aumsville, Oregon*) at 1:00 PM local time on June 23, 2026. Any prospective bidder not attending the pre-bid walk though will be fully responsible for making separate arrangements with the City of Aumsville for access to examine the project site. In the event that the prospective bidder fails to coordinate such separate access with the City of Aumsville, the bidder will be fully responsible for any and all information affecting the cost, progress or performance of the work that could have been obtained by such a pre-bid inspection visit.

Copies of the Bid Documents (*Contract Terms, Conditions, Specifications and Drawings*) may be examined at the following locations (*ie. but only during periods and hours when the offices noted below are open to the public*):

1. Westech Engineering, Inc., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, OR 97302 (phone 503/585-2474)
2. City of Aumsville, City Hall, (595 Main Street, Aumsville, Oregon)

Paper sets of the bid documents will not be available for purchase from Westech Engineering for bidding purposes.

Complete digital (*pdf*) copies of Bid Documents (*including drawings*) are available at <http://www.westech-eng.com> (*under the Currently Bidding tab*). The digital Bid Documents may be downloaded for a non-refundable payment of \$25.00 by inputting QuestCDN eBidDoc Number listed on the project information sheet available through the website link above. Assistance with free QuestCDN registration, document downloading or working with the project information may be obtained at QuestCDN.com, at 952-233-1632, or via email at info@questcdn.com.

This contract is for a public works project subject to ORS 279C.800 to 279C.870 (*state prevailing wages*) and/or the Davis-Bacon Act (40USC 3141 to 3148) (*federal prevailing wages*) as applicable, and subject to all applicable BOLI regulations and requirements.

This project is subject to the American Iron and Steel (AIS) requirements instituted by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 and subsequent annual appropriations for WWD programs.

This project was funded in part with a financial assistance USDA Rural Utilities Service (RUS) and the Oregon DEQ Clean Water State Revolving Fund Program.

Dated June 10th, 2026.

Publication Dates:

Daily Journal of Commerce: June 12 & June 15, 2026

Salem Statesman Journal: June 12, 2026

BIDDER'S CHECK LIST

The prospective bidder's attention is especially called to the following forms that must be executed in full and included with the bid except as noted. Submittal of all forms and information required (*with the Bid or following bid closing as specified*) is a matter of responsiveness.

Bidders may remove forms from the Project Manual for submittal, or may submit forms with the entire Project Manual, at their option.

1. **Prequalification Information**
 - a. Prequalification information must be received by Westech Engineering prior to bid opening by the deadline specified in the Invitation to Bid and/or Information for Bidders.
 - b. The prequalification statements must include all items and information summarized under Article 3 of the Instructions to Bidders.
 - c. Failure to follow the instructions on prequalification submittal requirements will result in the bidder not being pre-qualified for this project.
 - d. Faxed or emailed prequalification statements are not acceptable.

2. **Required Information on Bid Form & Attachment(s)** (*a completed copy of the bid form must be completed and submitted with all bids*)
 - a. Bid conditions or qualifications, if any (*fill in or write "none"*).
 - b. Bid Bond information (*fill in*).
 - c. Resident bidder statement (*check box*).
 - d. Addenda acknowledgement (*fill in*).
 - e. Name of bidder, date and other information shown (*fill in*).
 - f. Signature of Bidder
 - g. Completed Schedule of Prices (*fill in & include*).

3. **Bid Bond**
 - a. Bid Bond form is to be executed by the bidder and surety company unless bid is accompanied by cash or certified check (*see Article 8 of Instructions to Bidders*).
 - b. The amount of the bond, certified check, or cash shall be not less than 10 percent of the total amount bid (U.S. dollars).

4. **First Tier Subcontractor Disclosure Form** (*Submit a completed copy of the form included in the bid documents*).
 - a. Must be submitted as outlined in the Invitation to Bid and per the instructions attached to the First Tier Subcontractor Disclosure Form.

5. **U.S. Department of Agriculture, Rural Utilities Service (RUS) - Documents & Forms**
Completed/Executed Forms to be Submitted with Bid

- a. RD-2, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048)
(required for bids which exceed \$25,000)
- b. RD-3, Certification for Contracts, Grants, and Loans - RD Instruction 1940-Q, Exhibit A-1 *(required for bids which exceed \$100,000)*

6. **Oregon Dept. of Environmental Quality - CWSRF Executed Documents & Forms**

Completed/Executed Forms to be Submitted with Bid

- a. BC1 Bidders List
- b. BC4 Sworn Statement of Compliance
- c. BC5 Prevailing Wage Agreement
- d. BC6 List of Contacted DBEs
- e. BC7 Certificate of Independent Price Determination
- f. BC8 Good-Faith Efforts, Contract Administration, and Contract Language
- g. BC9 Certificate Regarding Lobbying Activities
- h. BC10 Disclosure of Lobbying Activities

7. **Schedule of Values.**

- a. A schedule of values to be submitted by the successful bidder after execution of the Agreement within the time period and in the format specified under section 01024 (Schedule of Values).

8. **List of Certain Subcontractors & Suppliers.**

- a. Per Article 11 of the Instructions to Bidders, within 5 calendar days after Bid Opening, submit a list *(and experience statement)* of the subcontractors and suppliers proposed for the Project.

INFORMATION FOR BIDDERS

PROJECT DATA AND REQUIREMENTS

1. **Project Name:** Aumsville Wastewater Treatment Plant Improvements.
2. **Project Location:** Aumsville, Oregon.
3. **Project Owner:** City of Aumsville, Oregon.
4. **Owner's Engineer:** Westech Engineering, Inc., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, Oregon 97302, Phone:(503) 585-2474. Project Manager: Christopher J. Brugato, P.E.
5. **Receipt of Bids:** The name and title of the person responsible to receive or oversee receipt of bids and the contact person for questions are as noted in the Invitation to Bid.
6. **Project Financing:** Local funds, Oregon Clean Water State Revolving Fund (CWSRF), USDA Rural Development loan/grant.
7. **Period for Bids to Remain Open.** The Owner reserves the right to postpone the award for up to 60 days from the date and time of the bid closing (*bids submitted by all bidders shall remain open and all bid prices shall remain valid for this period*), to delete certain items from the bid, and to award the contract to the lowest responsive and responsible bidder. The owner may, in its sole discretion, release any bid and return the Bid Security prior to that date, subject to the provisions and limitations under OAR 137.049.0290(4).
8. **Warranty Period:** The general project warranty period for this project will be 12 months from the date of substantial completion (*this general project warranty from the contractor is in addition to any specific manufacturer or supplier warranty periods specified in the Contract Documents*). For public projects, the period of the performance bond shall match the length of the warranty period in order to avoid the need for a separate warranty / maintenance bond.
9. **Solicitation Schedule:** The City anticipates completing this solicitation in accordance with the following schedule. This schedule is not binding. The City reserves the right to amend this schedule in its sole discretion.
 - a. Open bids: July 14, 2026
 - b. Award contract to successful bidder: August 4, 2026
 - c. Start Work: September 15, 2026
10. **Project Starting and Substantial Completion/Final Completion Times:**

The contract time will commence to run on the day indicated in the Notice to Proceed (NTP). Work is to commence within **ten (10)** days of the date of issuance of the Notice to Proceed and shall be substantially complete, within **five hundred forty (540)** calendar days after issuance of the Notice to Proceed.

Unless otherwise specified in the Contract Documents or otherwise approved by the Owner in accordance

with the General Conditions of the Contract Documents, all work shall be entirely completed (*Final Completion*) and ready for final payment within **six hundred (600)** calendar days after issuance of the Notice to Proceed.

11. **Self-Performance Requirements.** The percentage of the work under this project which must be self-performed by the Contractor is noted in the Supplementary Conditions 6.06.H. Unless otherwise noted in the Supplementary Conditions, the General Contractor (*ie. successful Bidder*) shall not award work valued at more than fifty (50%) percent of the Contract Price to subcontractor(s). The Owner may, at its option, require documentation from the Contractor after bid opening or during construction to demonstrate compliance with this requirement.
12. **Local Events Affecting Construction:** None known at present.
13. **Pre-bid Meeting:** A **non-mandatory** pre-bid meeting & site inspection for prospective Bidders will be held at the date, time and location designated in the Invitation to Bid. Statements made by Owner's representatives at the walkthrough are not binding upon the Owner unless confirmed by written addendum. The bidder will be fully responsible for any and all information affecting the cost, progress or performance of the work that could have been obtained by such a pre-bid inspection visit.
14. **Schedule of Prices:** Work is offered on a unit and lump sum price basis, as well as stipulated prices for certain defined work (*stipulated either by the Schedule of Prices or in the specifications*). Each bid item is to be bid. All schedules and all bid alternates are to be bid. Failure to provide a bid price for all bid items, including all bid schedules and all bid alternates as applicable, may result in the bidder being disqualified. No alternate or partial bids are allowed, except as provided for by the schedule of prices or by written addenda from the Engineer.

The bids will be evaluated and awarded as summarized under a subsequent section (*Evaluation of Bid, Basis of Award*).

Submission of a bid signifies the Bidder's willingness to enter into a contract on any or all bid schedules or bid alternates for which the Bidder submitted the lowest responsive and responsible bid. Bidders submitting a responsive bid must be capable of completing the Work within the contract time period(s) specified.

Failure to submit the Subcontractor Disclosure form as required will result in the bid being declared non-responsive.

15. **Acceptance of Stipulated Prices:** Submission of a bid also signifies the Bidder's acceptance of any stipulated prices included in the schedule of prices or in Section 01025. If a bidder considers the stipulated prices to be inadequate, any request for adjustment shall be submitted in writing far enough in advance of bid closing (*a minimum of 5 business days unless otherwise specified*) in order to allow time for evaluation of the matter and issuance of an addendum (*if the Owner or Engineer decide to grant such an adjustment*). Requests for adjustments do not obligate the Owner or Engineer to adjust stipulated prices.
16. **Acceptance of Contract Assignments:** Owner as "Buyer" has executed procurement contracts for the

Sequencing Batch Reactor (SBR) Equipment and the Dissolved Air Floatation (DAF) equipment. The materials and equipment to be provided through these procurement contracts are to be furnished and delivered to the Site for installation by Contractor. Owner will assign said procurement contracts to Contractor as set forth in the Agreement. Contractor shall accept the assignment, as Buyer (Contractor/Assignee), and shall be responsible to Owner for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor. Submission of a bid signifies the Bidder's acceptance of the contract assignments.

17. **Submittal of Bids:** Sealed bids (*as applicable*) must be submitted in the manner and/or to the location as designated in the Invitation to Bid, by the bid closing time. Faxed or electronically mailed (*email*) bids will not be accepted. Submitted bids shall be accompanied by a bid security (*bid bond*) as noted below and in the "Instructions to Bidders".
18. **Bid Security.** All bids shall be accompanied by a bid bond equal to ten percent (10%) of the total bid (*see Instructions to Bidders Article 8 for bid bond options*), to be forfeited to the Owner in the event of failure of the Bidder to execute the contract. It is required that the surety issuing a bid bond be duly authorized and licensed to transact surety business in the state of Oregon.
19. **Evaluation of Bid, Basis of Award:** See Article 18 of the Instructions to Bidders. In accordance with ORS 279.395, the Owner reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause any and all bids after finding that doing so is in the public interest.

The Owner reserves the right to delete certain bid items from the award, and/or to award or delete bid alternates as the Owner deems appropriate and in the Owner's best interest.
20. **Bid Tabulations:** Following bid opening, any bidder may request in writing copies of bid tabulations from the Owner.
21. **Availability of Bids:** After opening, the Contracting Agency will make Bids available for public inspection pursuant with timeframes under OAR 137-049-0330(3) (*ie. bid proposals are not required to be available for public inspection until after the "notice of intent to award" a contract is issued by or on behalf of the contracting agency, see also ORS 279C.410.1.b*).
22. **Notice of Intent to Award, Protests:** As provided by OAR 137-049-0395, notice of intent to award will be issued to all bidders, and any bid award protests must be submitted in writing and received no later than 4:00 p.m. seven (7) calendar days after the date of issuance of the notice of intent to award (*ie. if the Notice of Intent to Award is dated and issued on a Friday, the bid award protest period ends at 4:00 p.m. on the following Friday*). Award will not become final until the latter of the seven (7) calendar days following the issuance of the notice of intent to award, or until the Owner provides written response to all timely filed protests that denies the protest and affirms the award. Solicitation protests must be submitted prior to bid closing as specified in (*and will be processed in accordance with*) OAR 137-049-0260. Bid award protests must be submitted (*and will be processed*) in accordance with OAR

23. **Liquidated Damages, Etc.:** The completion of this project is important to the Owner for public health, safety and welfare. If completion is not timely, the Owner will be damaged. The parties, therefore, agree that liquidated damages (LDs) in the amounts listed in the Agreement, accruing on a daily basis, are part of the consideration for the bid and that this amount is a reasonable estimate of the amount of such damages which will likely be incurred by the Owner (*both parties also agree that such liquidated damages are not a penalty*). The parties agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused to the Owner by the failure of the Contractor to complete the work within the specified contract time(s), since this harm (*ie. actual damages*) is impossible or very difficult to estimate with certainty in advance.

The Contractor shall also be subject to liquidated damages for failure to provide written proposals to the Owner's Representative in a timely manner (*ie. for contemplated changes to the work, or changes to the work directed by the Owner's Representative*). Once again, these liquidated damages are not a penalty, but simply an estimate of the additional time and expense which will be incurred by the Owner due to the Contractor's failure to provide the requested information within the specified timeframe.

Substantial Completion LDs. Liquidated damages shall apply against the successful bidder (*the Contractor*) and accrue to the Owner at the rate(s) specified in the Agreement for each and every day that expires after the contract time or date specified for Substantial Completion.

Final Completion LDs. After the contract Substantial Completion date or time, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract Time for Final Completion or any proper extension thereof granted by the Owner, liquidated damages shall apply against the successful bidder (*the Contractor*) and accrue to the Owner at the rate(s) specified in the Agreement for each and every day that expires after the contract time or date specified for Final Completion (*ie. time specified beyond the contract substantial completion time or date, for the work to be complete and ready for final payment*).

Additional Offsets. Additional offsets may be retained by the Owner if required to address specified conditions, including (*but not limited to*) amounts to account for Contractor liability for liquidated damages if the project exceeds the specified contract time period(s).

Other Reimbursement. In addition to the liquidated damages, the Contractor shall reimburse the Owner and/or Engineer for cost incurred for inspection and project management services required beyond the time period outlined above. If the Contractor fails to reimburse the Owner and/or Engineer directly, the cost will be deducted from the Contractor's final pay request by the Owner.

24. **Retainage:** To ensure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each progress payment until Final Completion and acceptance of all work covered by the Contract. Also see discussion above regarding potential additional offsets (*ie. in addition to retainage*) allowed to be retained by the Owner.

As may be required by ORS 279C.845, Contractor or contractor's surety and every subcontractor or

subcontractor's surety shall file certified payroll statements with the Contracting Agency in writing.

- If a contractor is required to file certified statements under ORS 279C.845, the Contracting Agency shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed with the Contracting Agency statement as required by ORS 279C.845. The Contracting Agency shall pay the contractor the amount retained within 14 days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The Contracting Agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845 (*as a condition to release the 25% retainage*).
- The contractor shall retain 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Contracting Agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Contracting Agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor (*as a condition to release the 25% retainage*).

Recovery of Costs to Administer Retainage. Oregon law allows specific alternatives for the holding and accounting of retainage at the Contractor's election. If the Owner incurs additional costs as a result of the Contractor's election, the Owner may recover such costs from the Contractor, ORS 279C.560(3). For projects exceeding \$500,000, Contractor shall execute and submit any retainage election forms which are included in the bidding or contract documents (*prior to execution of the contract agreement*).

Additional Offsets. Over and above standard retainage (*or if retainage is not withheld from payments*), additional offsets may be withheld, and/or as summarized above under Liquidated Damages.

25. **Contractor Registration.** In accordance with OAR 137-049-0200(1)(a)(K), no bid will be received or considered for award by the Owner unless the bidder's bid includes a certification that the bidder is registered and in good standing with the Construction Contractors Board, as specified in OAR 137-049-0230(1). For public contracts, registration "at the time the offer is made" is a matter of bid responsiveness per OAR 137-049-0230(3).
26. **Subcontractor Registration.** Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), it is the bidder's responsibility to ensure that all subcontractors comply with the statutory requirement to be licensed through the Oregon Construction Contractor Board (CCB) in order to "undertake, offer to undertake or submit a bid to do work" in the State of Oregon (*see OAR 137-049-0230(2) for landscape subcontractors*).
27. **Local Licensing.** To the extent required by local codes, the Contractor shall register for and obtain a local business and/or other licenses required by jurisdictions having authority.
28. **Confidentiality Statement:** The City of Aumsville abides by the public records laws of the State of

Oregon. As such, bid documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a bid may or may not be considered to be exempt from public disclosure based on the following:

- a. Trade secrets as identified in ORS 192.345(2);
 - b. Information submitted in confidence as identified in ORS 192.355(2).
 - c. If bidder believes any portion of its bid contains information considered a trade secret under ORS 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:
 - 1) “This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS192 and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”
 - d. Identifying the bid in whole as exempt from disclosure is not acceptable. Cost information submitted in response to an Invitation to Bid is generally not considered a trade secret under Oregon Public Records Law. If bidder fails to identify the portions of the Bid which Bidder claims are exempt from disclosure, bidder is deemed to have waived any future claim of non-disclosure of that information.
29. **Performance and Payment Bonds:** Prior to execution of the Agreement, the Bidder shall furnish separate bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, each in an amount equal to one hundred percent (100%) of the Contract sum. The cost of furnishing such bonds shall be included in the price proposal. The duration of the performance bond shall match the length of the project warranty.

The surety issuing such bonds shall be duly authorized and licensed to issue bonds in the State of Oregon. The bonds shall be executed by an attorney-in-fact, principal or other authorized representative for the surety company, showing the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, the authority to execute bonds shall be shown.

30. **Resident Bidder Certification:** In accordance with ORS 279C.365(1)(h), each bid shall contain a statement as to whether or not the bidder is a resident bidder, as defined in ORS 279A.120.
31. **BOLI Public Works Bond:** Pursuant to ORS 279C.830(2), the Contractor and every subcontractor must have a Public Works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9). This BOLI Public Works bond is in addition to performance bond and payment bond requirements (*or any other bond required*), per ORS 279C.836(5).

A photocopy of the Contractor’s BOLI Public Works bond shall be provided with the executed contract documents (*unless exempted as noted above, in which case the exact nature and reason for the exemption shall be documented*).

Per ORS 279C.836(4) & (8), projects which are exempt from prevailing wages do not need to provide a photocopy of the BOLI Public Works Bond with the executed contract documents.

Contractors claiming an exemption under ORS 279C.836(7) (*which exemption expires 4 years after a*

qualified MBE/DBE/SBE is certified, per ORS 279C.836(7)(d), a copy of the written notice provided to the CCB “that the enterprise or business elects not to file the bond” shall be provided with the executed contract documents.

32. **Potential Additions or Changes to the Work.** At its sole discretion, the Owner reserves the right to make changes or additions to the work as provided by OAR 137-049-0910, including but not limited to potential additional work consisting of street or utility work within the jurisdiction of the Owner. Such changes, if requested by the Owner, will be made in accordance with the contract change provisions contained in the Contract Documents. This reservation of rights imposes no obligation on the Owner to make any additions or modifications to the work.
33. **Asbestos Abatement Notice** as required by OAR 137-049-0200(a)(L). This project does not include known friable asbestos abatement work, and therefore, the contractor does not need to be licensed under ORS 468A.710 in order to submit a bid on this project. This does not eliminate the requirement that any friable asbestos abatement work subsequently required due to differing conditions discovered (*ie. differing site condition*), or expansion of the project scope, must be done by an appropriately licensed contractor or subcontractor.

Any removal or abatement of non-friable asbestos material (*including work on or around asbestos cement pipe*) must be performed in conformance with current DEQ regulations, including but not limited to procedures summarized in the following documents (*Contractor is responsible to obtain and review the most current versions of these documents & associated regulations from DEQ*).

<https://www.oregon.gov/deq/FilterDocs/06-NWR-009-ASBConstruction.pdf> (“Asbestos Information”).

<https://www.oregon.gov/deq/Hazards-and-Cleanup/Documents/NonfriableACpipe.pdf> (*How to Remove Nonfriable Asbestos Cement Pipe. A Guide for General Contractors to Meet DEQ Rules*).

34. **Prevailing Wage Rates (PWR):** No bid will be received or considered for award by the Owner unless the bidder’s bid includes a certification that the provisions of ORS 279C.840 (*relating to Oregon prevailing wages*) and 40 USC 276a (*relating to Davis-Bacon Act*) will be complied with. Contractor must pay the current prevailing wage rates as established by 40 USC 276a (Davis-Bacon Act). On all contracts for the construction, reconstruction, maintenance, or repair of any public work in the State of Oregon, all persons doing or contracting to do the whole or any of the work contemplated by the Contract shall comply with all applicable Federal and State laws in the employment and payment of labor.

Except as noted above (*ie. where BOLI wage rates are higher*), the Contractor shall comply with all applicable provisions of HUD Circular 4010 in regard to the payment of Davis-Bacon wage rates, and the submission of the certificates to accompany each request for payment. No payment, progress or otherwise, will be paid unless accompanied by the necessary certificates regarding the payment of not less than Davis-Bacon wages.

Before payment is made by or on behalf of the Owner of any sum or sums due under the contract, the contractor or their surety and every subcontractor or their surety shall submit a statement in writing in a form prescribed in this contract certifying under oath the hourly rate of wage paid each classification of workmen employed by him upon the work under the contract and further certifying that no workman

employed by him upon said work has been paid less than the Davis-Bacon rate of wage or less than the minimum hourly rate of wage specified in the contract. These statements are to be submitted to the Owner designated representative.

35. **BOLI Public Works Notice Forms & BOLI Fee:** For reference, the BOLI Public Works fee is to be paid pursuant to the provisions of ORS 279C.825 by the public agency awarding the contract, as noted on the attached sample forms at the end of this Information For Bidders (*the current applicable BOLI forms are to be obtained, completed and submitted to BOLI by the public agency within 30 days following the Notice of Award, including a copy of the 1st Tier Subcontractor Disclosure Form submitted by the bidder to whom the contract was awarded. Note that the forms attached at the end of this Information for Bidders are placeholder samples only, and the current copies of the forms for submittal must be obtained from the BOLI website.*
36. **American Iron & Steel Requirements.** The following provisions are included in and made an integral part of the bidding & contract documents in order to conform with requirements for American Iron and Steel for this project, as required by the funding agencies and/or other agencies with jurisdiction.
- a. By submitting a bid, the Contractor acknowledges to and for the benefit of the City of Aumsville (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services provided under the Agreement for this project are being funded with monies made available by the Clean Water State Revolving Fund and/or the USDA Rural Utilities Service which have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.
 - b. By submitting a bid, the Contractor represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.
 - c. Notwithstanding any other provision of the Agreement or the Contract Documents, any failure to comply with these requirements by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (*including without limitation attorney’s fees*) incurred by the Purchaser or State resulting from any such failure (*including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser*).
37. **Public Contracting.** The Bidder agrees to comply with all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically the applicable provisions of

Oregon law relating to public contracts (ORS Chapter 279C) which by this reference are incorporated in the Contract Documents and made a part hereof, including the following provisions included in the contract pursuant with OAR 137-049-0200(1)(c).

The paragraphs below with underlined headings are lettered to correspond with the general lettering order and headings under OAR 137-049-0200(1)(c).

- a. Prompt payment to all Persons supplying labor or material; contributions to Industrial Accident Fund; liens and withholding taxes. Pursuant with ORS 279C.505(1), contract hereby includes a condition that “*the contractor shall:*
 - (a) *Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.*
 - (b) *Pay all contributions or amounts due the Industrial Accident Fund from the 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 or a 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 under ORS 316.167 (withholding of tax required).”*
- b. Demonstrate that an employee drug testing program is in place. Pursuant with ORS 279C.505(2), contract hereby includes a condition that “*the contractor shall demonstrate that an employee drug testing program is in place”*.
- c. If the Contract calls for demolition Work described in ORS 279C.510(1). Pursuant with ORS 279C.510(1), this contract hereby includes a condition “*requiring the contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective”*.
- d. If the Contract calls for lawn or landscape maintenance. Pursuant with ORS 279C.510(2), this contract hereby includes a condition “*requiring the contractor to compost or mulch yard waste material at an approved site, if feasible and cost-effective”*.
- e. Payment of claims by public officers. Pursuant with ORS 279C.515(1), this contract hereby includes a condition that, “*if the contractor fails, neglects or refuses to pay promptly a person’s claim for labor or services that the person provides to the contractor or a subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.”*
- f. Contractor and first-tier subcontractor liability for late payment on Public Improvement Contracts, including the rate of interest. Pursuant with ORS 279C.515(2), this contract hereby includes a condition that, “*if the contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment*

is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.”

- g. Persons right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract. Pursuant with ORS 279C.515(3), this contract hereby includes a condition that, “if the contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement 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.”
- h. Hours of labor in compliance with ORS 279C.520. Pursuant with ORS 279C.520.1, this contract hereby includes a condition that,
“(a) a contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the contractor shall pay the employee at least time and a half pay for
(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or
(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.
(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
(c) The contractor may not prohibit any of the contractor’s employees from discussing the employee’s rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits or other compensation with another employee or another person.”
- i. Environmental and natural resources regulations. Pursuant with ORS 279C.525, the Contractor shall comply with all ordinances, rules or regulations enacted by federal, state and local agencies dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract (also see list included at the end of this subsection). To the extent that known environmental and natural resource risks are specifically noted, shown, specified or referenced in the contract documents or on the construction drawings, such risks are allocated to the Contractor pursuant with 279C.525(8)(a)&(b).
- j. Payment for medical care and attention to employees. Pursuant with ORS 279C.530(1), this contract hereby includes a condition that, “the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.”
- k. Required Contract provision as follows. Pursuant with OAR 137-049-00200(1)(c)(K) and ORS

279C.530(2), this contract hereby includes a contract provision as follows: “*all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.*”

- l. Maximum hours, holidays and overtime. Provisions of ORS 279C.540 pertaining to maximum hours, holidays and overtime shall be complied with by the Contractor and all subcontractors.
- m. Time limitation on claims for overtime. Provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions shall be complied with by the Contractor and all subcontractors.
- n. Prevailing wage rates. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with for publicly funded projects as applicable. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
 - 1) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments, **which are in effect at the time the project is advertised for bid,** except for projects covered under OAR 839-025-020(6)(d) [*where federal wage rates also apply*] or OAR 839-025-020(8) [*CM/GC*].
Such publications can be reviewed electronically at:
https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
and are hereby incorporated as part of the contract documents.
 - 2) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - 3) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
 - 4) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- o. BOLI Public Works bond. Pursuant with ORS 279C.830(2), this contract hereby includes contract provisions as follows:
 - “(a) . . . the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).
 - (b) Every contract that a contracting agency awards must require the contractor to:
 - (A) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor is exempt under ORS 279C.836 (4), (7), (8) or (9).
 - (B) Require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).
 - (c) Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond

filed with the Construction Contractors Board before starting work on the public works project, unless the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).”

- p. Retainage. Retainage shall be as outlined in these contract documents and as specified under ORS 279C.550 to 279C.570.
- q. Prompt payment policy, progress payments, rate of interest. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the General Conditions and ORS 279C.570.
- r. Contractors relations with subcontractors. The Contractor’s relations with subcontractors shall comply with ORS 279C.580.
Pursuant with ORS 279C.580(3) , this contract hereby includes a condition that, *“requires the contractor to include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:*
- (a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.*
 - (b) A clause that requires the contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.*
 - (c) A clause that requires the contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A contractor may change the form or the regular administrative procedures the contractor uses for processing payments if the contractor:*
 - (A) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and*
 - (B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.*
 - (d) An interest penalty clause that obligates the contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due. The interest penalty:*
 - (A) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and*
 - (B) Is computed at the rate specified in ORS 279C.515 (2).”*
- s. Notice of claim. Any notice of claim on a payment bond or public works bond shall comply with the requirements of ORS 279C.605.
- t. Contractors certification of compliance with the Oregon tax laws. As required by 137-049-0200(1)(c)(T), by signing this contract the Contractor certifies *“compliance with the Oregon tax laws in accordance with ORS 305.385.”*

- u. Subcontractor Registration. As required by 137-049-0200(1)(c)(U), by signing this contract the Contractor certifies “*that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.*”
- v. The Owner will pay all fees due to BOLI pursuant with ORS 279C.825.
- w. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- x. The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- y. Pursuant to OAR 137-049-0880, the Contracting Agency may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
- z. ORS 279C.527 (Green Energy Technology): Contractor shall ensure Owner’s compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
- aa. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
- bb. If the contracting agency awards the public contract, in whole or in part, on the basis of the contractor’s certification, the Contractor shall remain certified as a disadvantaged, minority, women or emerging small business enterprise under ORS 200.055 for the entire term of the public contract. The Contractor shall provide in the Contractor’s subcontracts that a subcontractor remain certified as a disadvantaged, minority, women or emerging small business enterprise under ORS 200.055 for the entire term of the subcontract, if the Contractor awards the subcontract, in whole or in part, on the basis of the subcontractor’s certification (OR-HB 2716, ORS 279A_).
- cc. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing (OAR 137-049-200(2)).
- dd. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

- ee. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
- ff. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

Forest Service	Agriculture, Department of
Defense, Department of	Soil Conservation Service
Environmental Protection Agency	Army Corps of Engineers
Bureau of Sport Fisheries and Wildlife	Interior, Department of
Bureau of Land Management	Bureau of Outdoor Recreation
Bureau of Reclamation	Bureau of Indian Affairs
Occupational Safety and Health Administration	Labor, Department of
Coast Guard	Transportation, Department of
Homeland Security, Department of	Federal Highway Administration

STATE AGENCIES:

Environmental Quality, Department of	Agriculture, Department of
Forestry, Department of	Fish and Wildlife, Department of
Human Resources, Department of	Geology and Mineral Industries, Department of
Soil and Water Conservation Commission	Land Conservation and Development Commission
State Land Board	State Engineer
Water Resources Board	Transportation, Department of

LOCAL AGENCIES:

City Council	City or County Public Works Departments
County Commissioners	County Court
Metropolitan Service Districts	Port Districts
Sanitary Districts	County Service Districts
Fire Protection Districts"	Water Districts



**BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS**

(For use by public agencies in complying with ORS 279C.835)

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION:

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Agency Mailing Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See pg 2 for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Date specifications first advertised for bid (if not advertised, date of RFP or first contract with contractor): _____
OR If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____
Contract Amount: \$ _____
Is this contract part of a larger project? (Yes/No) If Yes, total project amount: \$ _____
If yes, **INITIAL** date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)):
Will project use federal funds that require compliance with the Davis-Bacon Act? (Yes/No)
Date contract awarded: _____ Date work expected to begin: _____ Date work expected to be complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____ Construction Contractors Board Registration #: _____
City, State Zip: _____ Phone: _____
Name of Bonding Company for Payment Bond: _____
Address: _____
Agent Name: _____ Phone: _____ Payment Bond #: _____
 Copy of first-tier subcontractors attached (see NOTE above).

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and \$750,000 or more of funds of a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: N/A Phone #: _____ Fax #: _____
Project Name: _____ Project Number: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Amount: \$ _____ Amount of Public Funds Provided for the project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Date the public agency or agencies commit to the provision of funds for the project: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES: _____ NO: _____
Date Work Expected to Begin: _____
Date Work Expected to be Complete: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: N/A Phone #: _____ Fax #: _____
Project Name: _____ Project Number: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Amount: \$ _____ Amount of Public Funds Provided for the project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Total square footage of privately owned road, highway, building, structure or improvement: _____
Percent of total square footage of the completed project that will be occupied or used by a public agency: _____
Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES: _____ NO: _____
Date Work Expected to Begin: _____
Date Work Expected to be Complete: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Signature of agency representative completing form: [Redacted]

Printed Name: [Redacted] Phone #: [Redacted] Date: [Redacted]

RETURN THIS COMPLETED FORM TO:
Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us

Note: If this project is federally funded and subject to the Davis-Bacon Act, this form must still be submitted to the Oregon Bureau of Labor and Industries, as the project is subject to the Oregon Prevailing Wage Rate Law for categories where it is higher than federal wage rates.



CONTRACT FEE SECTION
PREVAILING WAGE RATE
UNIT BUREAU OF LABOR
AND INDUSTRIES 800 NE

OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB#: _____

PUBLIC WORKS FEE
INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. (See form "WH-39 B, C, D, E" for public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C), (D) or (E).)

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: 0 _____ **AGENCY #:** 0 _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP: 0 _____

AGENCY CONTACT PERSON: 0 _____ **PHONE:** - _____

PROJECT MANAGER NAME: 0 _____ **PHONE:** - _____

PROJECT NAME: 0 _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: 0 _____ **DATE CONTRACT FIRST** _____ 1/0/1900

DATE CONTRACT AWARDED: 1/0/1900 _____ **CONTRACTOR CCB#:** 0 _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE, ZIP: 0 _____

CONTRACT AMOUNT: \$0.00 _____ **FEE AMOUNT DUE/PAID:** _____

If less than \$50K, is it part of a larger project? (yes/no) _____ Contract amount x .001 = fee due

WH-39A (Rev 01-20)_linked

CONTRACT FEE SECTION
 PREVAILING WAGE RATE UNIT
 BUREAU OF LABOR AND INDUSTRIES
 800 N.E. OREGON ST., #1045
 PORTLAND, OR 97232-2180
 PHONE: (971) 673-0852
 FAX: (971) 673-0769

For Office Use Only:
 Project DB # _____

PUBLIC WORKS FEE ADJUSTMENT FORM

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (0.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to BOLI, or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS \$250.00. THE MAXIMUM FEE IS \$7,500. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN \$100.00.**

Public Agency: Sample only (use current form after project completion) Agency #:

Agency Contact Person: Phone:

Agency Mailing Address:

Project Manager Name: Phone:

Project Name:

Contract Name (if part of larger project): N/A

Project Number: Project Location:

Date Project Awarded: Contractor CCB#:

Contractor Business Name (DBA) :

Contractor Address:

Final Contract/Project Amount: \$ Final Fee Due: \$

(Include all change orders and adjustments to the contract price) (Final Contract Amount x 0.001, \$250 min, \$7500 max)

Original Contract Amount: \$ Initial Fee Paid: \$

(Initial Contract Amount x 0.001)

Total Contract Amount Adjustment: \$ Balance Due*: \$

or

Refund Due*: \$

(*Final contract fee less initial fee paid)

Sample Calculation:			
Final Contract Amount:	\$400,000.00	Final Fee Due:	\$400.00
Original Contract Amount:	-300,000.00	Initial Fee Paid:	-300.00
Total Adjustment:	\$100,000.00	Additional Amount Due:	\$100.00

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued, and which registers plan holders.
 - B. *Domestic Preference* – This project is subject to what is commonly known as “American Iron and Steel;” which requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”), including iron and steel products to be provided by the Contactor pursuant to the Agreement.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Not Used.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder’s failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be

exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on

the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

- c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference.
- C. A Site visit is scheduled for **the date and time listed in the Bid Advertisement.**
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Matt Etzel, City of Aumsville (503) 507-4742.** Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- 7.03 **Christopher J. Brugato, P.E., Westech Engineering, Inc., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, OR 97302. Questions shall be submitted by email to cbrugato@westech-eng.com.** Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. Bid security must be at least 5% of the Bidder's maximum Bid price.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Deleted.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 Deleted.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those

paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitues and "or-equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification Letter to document compliance with Domestic Preference requirements. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 Deleted.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening:
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.
- B. Deleted.

13.02 Deleted.

13.03 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.04 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.05 Deleted.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder may be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - C. Deleted.

D. Deleted.

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 20 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—NOT USED

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 *Owner as "Buyer" has executed procurement contracts for the Sequencing Batch Reactor (SBR) Equipment and the Dissolved Air Flootation (DAF) equipment. The materials and equipment to be provided through these procurement contracts are to be furnished and delivered to the Site for installation by Contractor. Owner will assign said procurement contracts to Contractor as set forth in the Agreement. Contractor shall accept the assignment, as Buyer (Contractor/Assignee), and shall be responsible to Owner for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor.*

ARTICLE 23 – FEDERAL REQUIREMENTS

- 23.01 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.
- 23.02 Federal requirements at Article 19 of the Supplementary Conditions apply to this Contract.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to City of Aumsville, Oregon C/O Westech Engineering, Inc. As noted in the Invitation to Bid, sealed bids will be received on behalf of the City of Aumsville, Oregon (“Owner”) by Christopher J. Brugato, Project Manager, of Westech Engineering, Inc. at 3841 Fairview Industrial Drive SE, Suite 100, Salem, Oregon 97302.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. First Tier Subcontractor Disclosure Form (Submit a completed copy of the form included in the bid documents).
 1. Must be submitted as outlined in the Invitation to Bid and per the instructions attached to the First Tier Subcontractor Disclosure Form.
 - F. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);
 - G. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
 - H. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
 - I. The following CWSRF Forms
 1. BC1 Bidders List
 2. BC4 Sworn Statement of Compliance
 3. BC5 Prevailing Wage Agreement
 4. BC6 List of Contacted DBEs

5. BC7 Certificate of Independent Price Determination
6. BC8 Good-Faith Efforts, Contract Administration, and Contract Language
7. BC9 Certificate Regarding Lobbying Activities
8. BC10 Disclosure of Lobbying Activities

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 1. Lump Sum Prices. See Section 01025 for descriptions.

1. Lump Sum Bid Price for the Wastewater Treatment Plant Improvements.	\$
2. Assigned Contract for the Sequencing Batch Reactor Equipment Procurement Contract (Remaining Balance Due)	\$1,168,819.90
3. Assigned Contract for the Dissolved Air Floatation Equipment Procurement Contract (Remaining Balance Due)	\$ 660,190.90
4. As-Built Drawings Complete (Stipulated Price)	\$15,000.00
5. O&M Manuals Complete (Stipulated Price)	\$15,000.00

- B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions. See Section 01025 for descriptions

Lump Sum for Cash Allowance 1: Power Company Connection Fees	\$100,000.00
Total for all Lump Sum for Cash Allowances	\$100,000.00

3.02 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices (See section 01025 for descriptions):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Trench Foundation Stabilization (Stipulated Price)	CY	300	\$90.00	\$27,000.00
2	General Site Over Excavation and Backfill (Stipulated Price)	CY	300	\$80.00	\$24,000.00
Total of All Unit Price Bid Items					\$51,000.00

- B. Bidder acknowledges that:
 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum, including Cash Allowances, and Unit Price Bid Items)	\$
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3.04 Bid Conditions. The conditions or qualifications under which the undersigned Bidder will accept award of the contract are as follows (see notes below):

(Enter "none" if Bidder will accept all terms and conditions of the Contract Documents)

ARTICLE 4—BID GUARANTEE

- 4.01 Enclosed is a bid guarantee equal to ten percent (10%) of the total bid, consisting of a bid bond drawn on _____ (Name of Surety) in the amount of \$_____.
- 4.02 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all Bids have been rejected.

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 7.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 7.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. The undersigned Bidder certifies their bidder status as follows (*as defined in ORS 279A.120 [ORS 279C.365(1)(h)]*):

Resident Bidder: YES NO

If the bidder is a nonresident bidder, indicate the percent of preference given to resident bidders in the state in which you reside. _____%

2. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
3. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
4. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work including all Domestic Preference requirements.
5. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
6. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
7. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

8. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
9. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
10. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
11. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
12. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- B. American Iron & Steel Requirements. The Bidder has examined and understands all requirements in the Bidding Documents relating to what is commonly known as “American Iron and Steel;” which requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products to be provided by the Contactor pursuant to the Agreement, and certifies that he has made all suppliers aware of these requirements. American Iron and Steel requirements may include, but are not limited to, provisions included in the Information for Bidders, Agreement, Supplementary General Conditions, specification sections, etc.
- C. Per OAR 137-049-0200(1)(a)(J), “Contractor agrees to be bound by and will comply with provisions of ORS 279C.840 (Oregon prevailing wages) or 40 USC 276a (Davis-Bacon Act)” as applicable.” Contractor agrees to submit any required notifications and copies of certified payrolls to BOLI and/or other applicable agency, and also directly to the Owner, for all covered work associated with the project.
- D. The undersigned Bidder certifies that it is registered and in good standing with the Construction Contractors Board or licensed and in good standing by the State Landscape Board, as specified in OAR 137-049-0230, at the time of bid submittal, and that all subcontractors whose sub-bids are utilized by the Bidder in preparing the bid are also registered and in good standing at the time of bid submittal.
- E. As required by OAR 137-049-0440(3), the undersigned Bidder certifies that it has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- F. The undersigned Bidder certifies to the provisions required by ORS 279C.505(2) pertaining to Drug Testing Programs for Public Improvement Contracts.
- G. The undersigned Bidder certifies that the surety issuing all required bonds is duly authorized and licensed to transact surety business in the state of Oregon.
- H. The provisions of ORS 305.385, relating to Oregon tax laws will be complied with.
- I. The Bidder has reviewed and understands all permits which are required for the project, and will conform to all conditions of said permits;
- J. The Bidder, its subcontractors, and all employers which will work on this project are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers Compensation coverage for all their subject workers.
- K. All subcontractors performing work as described in ORS 701.005(2) will be registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time of bid submittal, and during the entire time that subcontractors perform work under this Contract.
- L. Bidder acknowledges that in the event the any or all bids are rejected or deemed non-responsive, that Bidder, sub-bidders or suppliers shall have no claim for recovery of bidding costs, or loss of anticipated profits or revenue or other economic loss arising out of or resulting from such rejection, including lost opportunity costs (see also GC 15.03.B).
- M. The undersigned Bidder agrees & certifies that any Performance Bond provided will also remain in full force and effect as a maintenance/warranty bond during the entire

guaranty/warranty period, unless a separate warranty/maintenance bond acceptable to the Owner is provided by the Contractor as applicable.

- N. By submitting a bid on one or multiple Bid Schedules, the Bidder certifies its willingness to enter into a contract on any or all bid schedules for which the Bidder submitted the lowest responsive and responsible bid. Whether submitting a bid one or multiple Bid Schedules, Bidder certifies that it is capable of completing all Work within the contract time period(s) specified, accounting for concurrent time periods under the different Bid Schedules if applicable, and will provide adequate equipment and personnel to accomplish the work within the specified contract times.
- O. The undersigned Bidder agrees & certifies that the requirements of the Bidding Documents relating to providing an experienced, competent resident project superintendent will be fully complied with, and that the Bidder understands the consequences of failure to provide an acceptable project superintendent.
- P. Bidder accepts the provisions of the Agreement and the associated contract documents relating to liquidated damages, and agrees that liquidated damages in the amounts listed or referenced in the Agreement (accruing on a daily basis) are part of the consideration for the bid and that this amount is a reasonable sum for such damages.
- Q. Bidder accepts the provisions of the Contract Documents relating to stipulated prices, whether in the schedule of prices, on the drawings or in the specifications.
- R. Bidder accepts the provisions of the Contract Documents related to the assignment of the Sequencing Batch Reactor Equipment and the Dissolved Air Floatation Equipment Procurement Contracts.
- S. Bidder agrees to be responsible for all patent and/or royalty payments associated with completion of the work, as applicable (GC 6.07).
- T. As required by ORS 468A.710 for any asbestos abatement work (including work on or around asbestos cement pipe), the Bidder certifies that the Bidder is either licensed under ORS 468A.720 (or plans to use an appropriately licensed subcontractor).

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Aumsville, Oregon Address <i>(principal place of business)</i> : 595 Main Street Aumsville, Oregon 97325	Bid Project: Aumsville Wastewater Treatment Plant Improvements. Bid Due Date:
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-049-0360)**

PROJECT NAME Aumsville Wastewater Treatment Plant Improvements
 BID CLOSING: Date: _____, 2026 Time: 2:00 p.m.
 DISCLOSURE DEADLINE: Date: _____, 2026 Time: 4:00 p.m.

This form must be submitted in the manner specified in the Invitation to Bid within two (2) working hours of the advertised bid closing date and time; no later than the DISCLOSURE DEADLINE stated above. Unless otherwise specified in the Invitation to Bid, a completed copy of this disclosure form shall be submitted as follows:

- Form shall either be submitted in the same envelope as the bid, or shall be submitted in a separate sealed envelope clearly marked **“Disclosure Form for the Aumsville Wastewater Treatment Plant Improvements”**, showing the date and time of the disclosure submittal deadline, as well as the Bidders name.

This form shall be submitted regardless of the bid total. Unless otherwise stated in the Invitation to Bid, this document shall not be faxed or emailed. It is the responsibility of the Bidder to submit this Disclosure Form and any additional sheets required.

Deliver Form to: Westech Engineering, 3841 Fairview Industrial Drive SE, Suite 100, Salem, OR 97302
 Person Designated to Receive Form: Christopher J. Brugato, P.E. Phone: (503) 585-2474

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

Is the bid total greater than \$100,000? YES NO (If NO, bidder is not required to provide 1st tier subcontractor information below).

Bids which are submitted by Bid Closing, but for which the separate and sealed Disclosure has not been submitted by the specified deadline, will be considered Non-Responsive and will not be considered for award!

If bid total is greater than \$100,000, list below the Name, Address, and Category of work of each 1st tier subcontractor that will be furnishing labor or labor and materials that are required to be disclosed. Enter ‘NONE’ if there are no subcontractors that need to be disclosed. (IF NEEDED ATTACH ADDITIONAL SHEETS).

1 st Tier Subcontractor Name	Subcontract Dollar Value	Category or Categories of Work Each Subcontractor will be Performing	**Subcontractor Oregon CCB #

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- 5% of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- \$350,000 regardless of the percentage of the total Contract Price.

***Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), any contractor or subcontractor must be licensed through the Oregon Construction Contractor Board (CCB) in order to “undertake, offer to undertake or submit a bid to do work” in the State of Oregon. Contractor registration “at the time the offer is made” is a matter of bid responsiveness as specified under OAR 137-049-0230(1).

INSTRUCTIONS FOR FIRST-TIER SUBCONTRACTOR DISCLOSURE

All Bidders are required to submit the First Tier Subcontractor Disclosure Form, regardless of the Bid Total.

In addition, when the contract value for a Public Improvement is greater than \$100,000, bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370(3)). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract within two (2) hours of bid closing:

- The subcontractor's name, and
- The dollar value of each subcontract, and
- The category or categories of work that each subcontractor will be performing

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the First Tier Subcontractor Disclosure Form.

To determine disclosure requirements, it is recommended that the Bidder disclose subcontract information for any subcontractor as follows:

- (1) Determine the lowest possible contract price. That will be the base bid amount (exclusive of any options that can only be exercised after contract award, if any).
- (2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services (subcontractor base bid amount, exclusive of any options that can only be exercised after contract award, if any) are greater than or equal to:
 - (i) 5% of that lowest contract price, but at least \$15,000, or
 - (ii) \$350,000 regardless of the percentage.

Total all possible work for each subcontractor in making this determination (ie. if a subcontractor will provide \$15,000 worth of labor or labor and materials in one category of work and \$40,000 on another category of work, then the potential amount of subcontractor's labor or labor and materials is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 and the \$40,000).

SUBMISSION. A Bidder shall submit the disclosure form within two (2) working hours of Bid Closing in the manner specified by the Invitation To Bid. See instructions on the SUBCONTRACTOR DISCLOSURE FORM.

RESPONSIVENESS. Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370(3) is a matter of Responsiveness. As required by OAR 137-049-0360(5), bids that are submitted by Bid Closing, but for which the Disclosure form has not been submitted by the specified deadline, will be considered Non-Responsive and will not be considered for Contract award.

USDA Rural Development Forms

The special contract provisions in this section are made an integral part of the bidding & contract documents in order to conform with requirements under the USDA funding for this project.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

oOo



Rural Development
U.S. DEPARTMENT OF AGRICULTURE

Together, America Prospers

Project Title

Sponsor/Developer

Official(s) or Sponsor Address

Architect or Engineer

second line

Contractor

second line

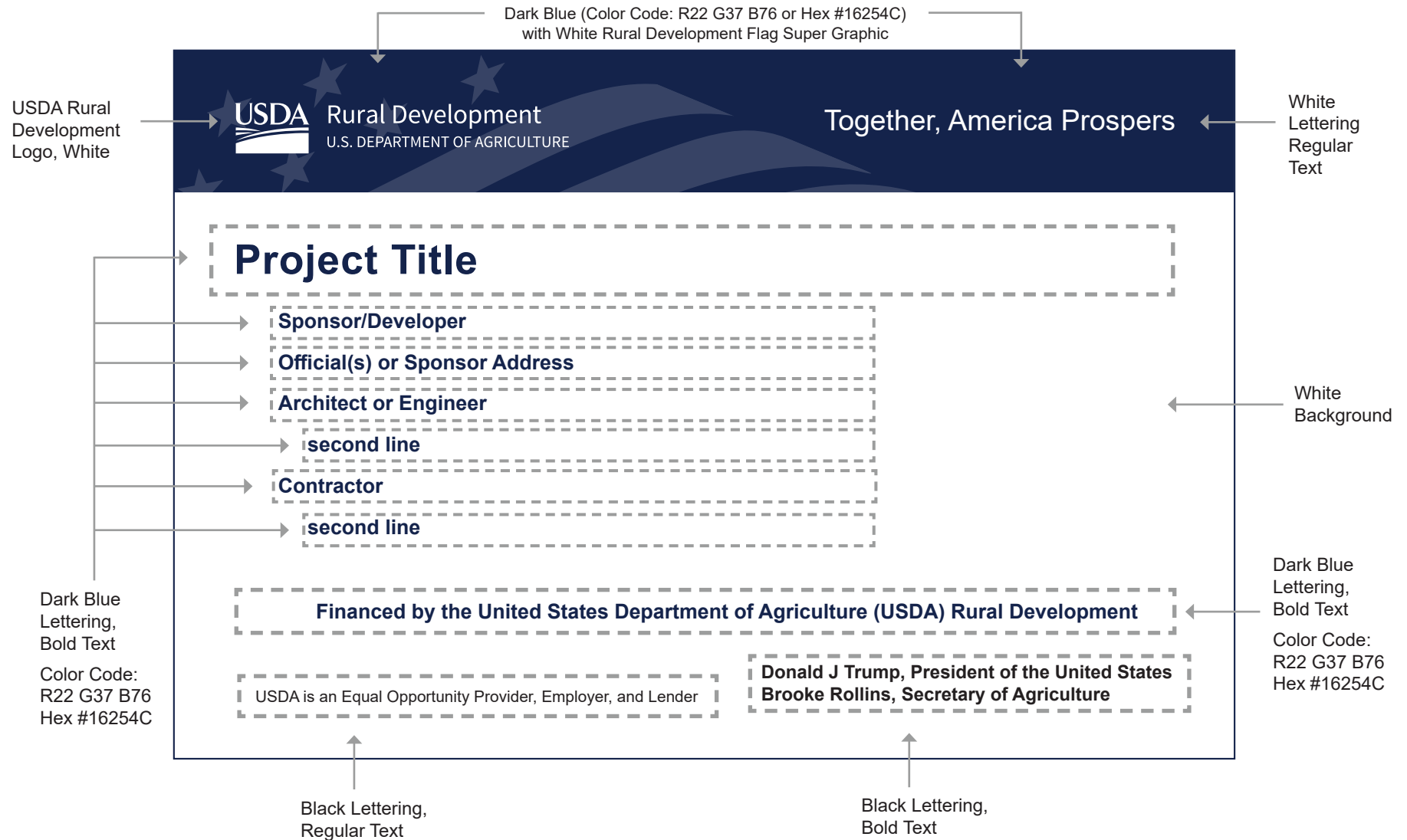
**This Project was Financed in Whole or in Part by the
United States Department of Agriculture (USDA) Rural Development**

USDA is an Equal Opportunity Provider, Employer, and Lender

Donald J. Trump, President of the United States
Brooke Rollins, Secretary of Agriculture

Temporary Construction Sign for Rural Development Projects

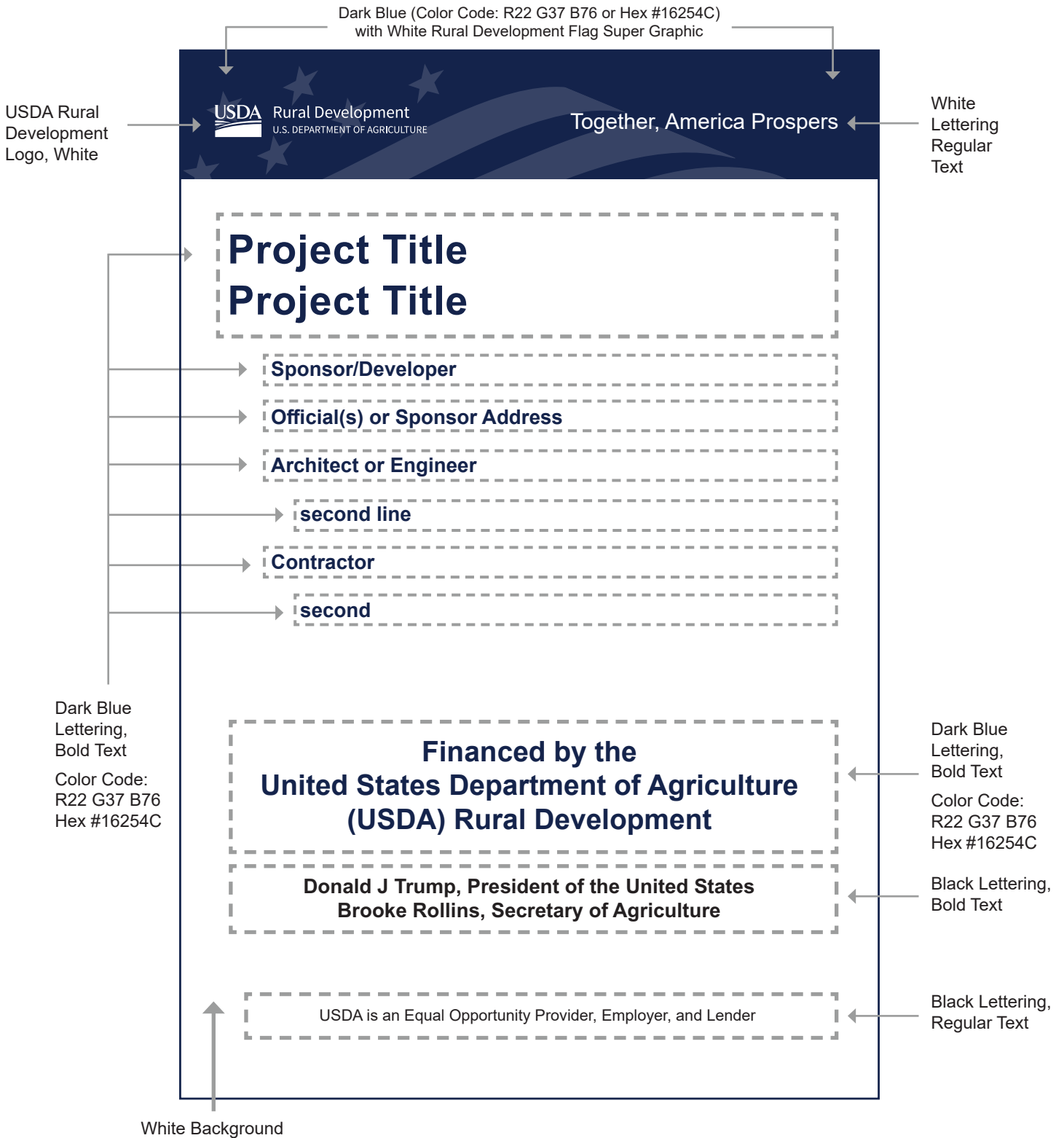
Recommended Font: Arial



SIGN DIMENSIONS: 1200mm x 2400mm x 19mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A+B GRADE-EXTERIOR)

Temporary Construction Sign for Rural Development Projects

Recommended Font: Arial



SIGN DIMENSIONS: 2400mm x 1200mm x 19mm (approx. 8'x 4' x 3/4")
PLYWOOD PANEL (APA RATED A+B GRADE-EXTERIOR)

Oregon DEQ Clean Water State Revolving Fund Documents, Forms, & Clauses

The special contract provisions in this section are made an integral part of the bidding & contract documents in order to conform with requirements under the Oregon DEQ CWSRF funding for this project.



State of Oregon Department of Environmental Quality
Sworn Statement of Compliance

Contact: Regional Project Officer

Sworn Statement of Compliance with Small, Women and Minority Business Utilization Requirements

To be eligible for award of this contract, each bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to SBE/WBE/MBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following affirmative steps in awarding subcontracts:

- (1) Include qualified small, minority and women’s businesses on solicitation lists
(2) Insure that small, minority and women’s businesses are solicited whenever they are potential sources
(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women’s businesses
(4) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce as appropriate.

Contract # _____

Contract Title: _____

Name of Company: _____

Signature of Authorized Official _____

Date _____

Name and Title of Signer _____

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



State of Oregon
Department of
Environmental
Quality

State of Oregon Department of Environmental Quality Prevailing Wage Agreement

Contact: [Regional Project Office](#)

The loan recipient, prime contractor and subcontractors all must initial and sign this form.

- The prime contractor copy must be submitted as part of the bid/proposal to the loan recipient.
- A copy of this form signed by the loan recipient and the prime contractor must be submitted with the contract copy to DEQ.
- The prime contractor must obtain a signed copy of this form from each subcontractor and retain them in the prime contractor's contract file.

The undersigned understands that this public works project is funded in whole or in part by the Clean Water State Revolving Fund and is subject to the prevailing wage requirements of Oregon's Bureau of Labor and Industry and the requirements of the Davis-Bacon Act.

_____ The undersigned agrees that, notwithstanding any other provision of law, all laborers and mechanics employed on the project must be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the United States Secretary of Labor, or the Commissioner of the Oregon Bureau of Labor and Industries, whichever is higher, per ORS 279C.838; OAR 839-025-0035(2).

When a public works project is subject to both the state and federal prevailing wage rate laws, contractors and subcontractors must pay the higher of either the state or federal prevailing wage rates for the type of work being performed, per ORS 279C.838; OAR 839-025-0035(2).

Davis Bacon (federal law)

_____ Davis-Bacon applies to all treatment works construction projects for the entirety of the construction activities financed by a CWSRF loan through the completion of construction, no matter when construction commences.

_____ The Loan Agreement includes specific Davis-Bacon terms and conditions contract language that must be passed through to the prime contractor and all subcontractors in their contracts over \$2,000.

_____ The Secretary of Labor's determination, regarding the prevailing wages applicable in the state of Oregon, are located at: <http://www.wdol.gov/> While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation.

If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

_____ The loan recipient or the prime contractor on behalf of the loan recipient maintains on-going wage information as a requirement of the CWSRF funding of a project subject to Davis-Bacon. The CWSRF program suggests using the wage matrix tool at this link <http://www.deq.state.or.us/wq/loans/constructionForms.htm> and instructions for the wage matrix at this link <http://www.deq.state.or.us/wq/loans/docs/WageMatrixInst.pdf>

_____ The loan recipient conducts wage interviews with a representative group of workers during the project construction at 30 percent, 60 percent and 90 percent project completion. The loan recipient must conduct additional interviews if there is any reason to suspect a contractor or their subcontractor is at risk for violating wage requirements. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The loan recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews.

Oregon Bureau of Labor and Industry (state law)

_____ Bureau of Labor and Industry prevailing wage rates apply to projects over \$50,000. Oregon prevailing wage rate regulations require every contractor or subcontractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the commissioner, in which the workers are employed. OAR 839-025-0035.

_____ The wage rates identified by the Commissioner of the Oregon Bureau of Labor and Industry are located at http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

_____ The prevailing wage rates in effect at the time the bid specifications are first advertised are the Oregon wage rates that apply for the duration of the project. Prevailing wages obtained through the Bureau of Labor and Industry websites must be included in the bid solicitation and incorporated in all contracts resulting from the procurements.

_____ All contractors and subcontractors shall file, with the Construction Contractors Board, a \$30,000 public works bond with a corporate surety authorized to do business in this state. ORS 279C.836 The bond must provide that the contractor or subcontractor will pay claims ordered by Bureau of Labor and Industry to workers performing labor upon public works projects. It must be filed before starting work on a contract or subcontract for the project.

Payroll/Certified Statement (form WH-38)

Form WH-38 may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate Law. This form has not been officially approved by the United States Department of Labor, however it is designed to meet the requirements of the federal Davis-Bacon Act as well. [Prevailing Wage Rate Forms](#).

Signature

Date

Title

Company

Alternative formats

Documents can be provided upon request in an alternate format for individuals with disabilities or in a language other than English for people with limited English skills. To request a document in another format or language, call DEQ in Portland at 503-229-5696, or toll-free in Oregon at 1-800-452-4011, ext. 5696; or email deqinfo@deq.state.or.us



State of Oregon Department of Environmental Quality

List of Contacted Disadvantaged Business Enterprises

Contact: [Regional Project Officer](#)

Name of Business	Certification #	Contact Person	Phone Number	Date of Contact	Reason for Non-participation

Name of Business	Certification #	Contact Person	Phone Number	Date of Contact	Reason for Non-participation

Alternative formats

Documents can be provided upon request in an alternate format for individuals with disabilities or in a language other than English for people with limited English skills. To request a document in another format or language, call DEQ in Portland at 503-229-5696, or toll-free in Oregon at 1-800-452-4011, ext. 5696; or email deqinfo@deq.state.or.us.



State of Oregon Department of Environmental Quality
**Certificate of Independent Price
Determination**

Contact: [Regional Project Officer](#)

The prime contractor must:

- Sign and submit this form as part of the bid/proposal to the loan recipient
- Include a signed copy in their contract
- Retain a signed copy of this form from each subcontractor

Bidder's Name: _____

Address: _____

a. The bid offeror certifies that:

1. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to:
 - i. Those prices
 - ii. Intention to submit an offer
 - iii. Methods or factors used to calculate the prices offered
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law
3. No attempt has been or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above;
3. As an authorized agent, certifies that the principals named below have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

4. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
5. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization:

Full Name of Person(s) in the Offeror's Organization	Title	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Prime Contractor _____

Signature of Subcontractor _____

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



State of Oregon Department of Environmental Quality
**Good Faith Efforts, Contract
Administration and Contract Language**

[Regional Project Officer](#)

This form must be completed by the loan recipient, prime contractor and any subcontractor who will further subcontract on the Clean Water State Revolving Fund project within the scope of the loan. All sections in this attachment must be initialed on the line provided and the form signed.

- One completed attachment for the prime contractor must be submitted as part of the bid/proposal to the loan recipient.
- One completed attachment for each subcontractor who will further subcontract must be submitted before the contract award.
- A copy of those must be included in the contract copy to DEQ, along with one attachment initialed and signed by the loan recipient.

_____ **DBE certification**

All Minority Business Enterprises and Woman Business Enterprises must be certified by Oregon's [Office of Minority, Women and Emerging Small Businesses](#) or by the state in which they are located. This office administers the Disadvantaged Business Enterprise, Minority Business Enterprise/Women Business Enterprise, and Emerging Small Business programs.

_____ **Good Faith Efforts**

The good faith efforts are required methods to ensure that all DBEs have the opportunity to compete for procurements funded by the Clean Water State Revolving Fund. The loan recipient and their prime contractor are required to:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they're potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the federal Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and the state Office of Minority, Women and Emerging Small Business.
6. If the prime contractor awards subcontracts, require the prime contractor to take steps one through five above.
7. **Native American provisions 40 CFR, Section 33.304**
 The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.

Contract administration

_____ The Loan Recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

_____ If a DBE subcontractor fails to complete work under the subcontract for any reason, the Loan Recipient must require the prime contractor to employ the six good faith efforts if soliciting a replacement subcontractor.

_____ The Loan Recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Loan Recipient.

_____ The Loan Recipient must require written notification from its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

_____ Specific contract language

All contracts between the Loan Recipient and prime contractor, and prime contractor and subcontractors must include the following statement required by 40 CFR Part 33:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

The undersigned has initialed the items above and understands the resulting responsibility for each item.

Signature

Date

Title

Company

Accessibility

Alternative formats DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



State of Oregon Department of Environmental Quality Certification Regarding Lobbying Activities

Contact: [Regional Project Officer](#)
503-229-LOAN

This form must be signed by the prime contractor and submitted by the loan recipient by the time the contract is award. A copy must be included in the contract copy to DEQ. The prime contractor must obtain a signed copy of this form from each subcontractor, and retain them in the prime contractor's contract file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, <i>if known</i> :	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Clean Water State Revolving Fund

CWSRF Project Sign Requirements

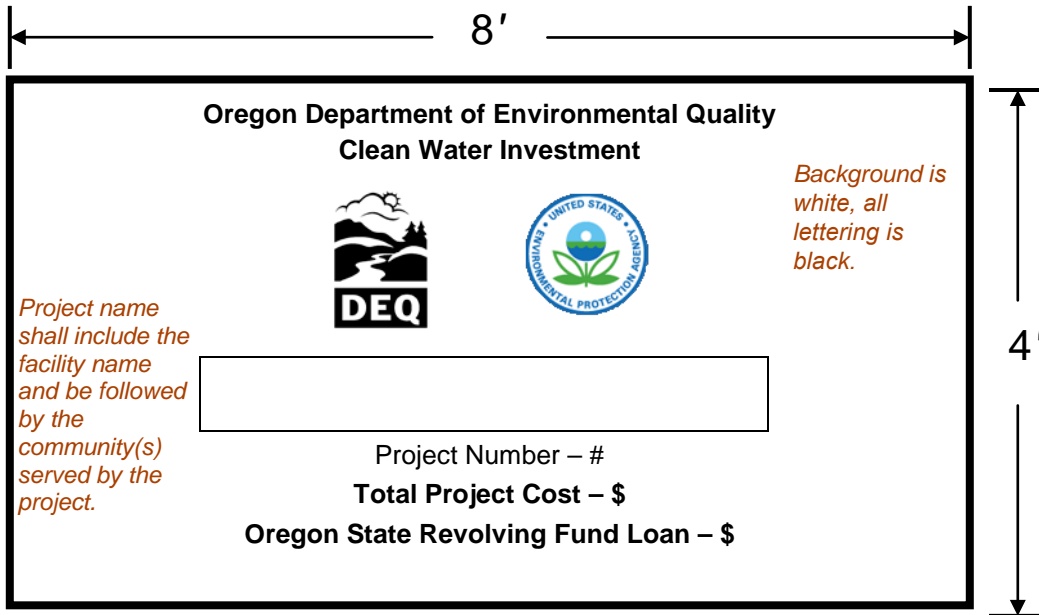
Contact: [Regional Project Officer](#)

Tel. 503-229-LOAN

The sign must be posted on the project site throughout the course of construction to permit public viewing. Sign requirements are described on the example below. DEQ allows the borrower to add their logo to the project sign, but not that of other funders.

Vinyl stickers of the DEQ logo and the EPA seal are supplied by your DEQ Project Officer.

Sign borders shall be equal on either side, with the longest line centered in the sign.



DEQ logo placed to the left of center, and the EPA Seal placed to the right of center in the space between "Clean Water Investment" and Project Name.

Provide adequate supports for sign as site conditions may require. Keep sign a proper distance above prevailing grade to allow for public viewing.

The following information is provided as a sample letter of step certification for American Iron and Steel compliance. Documentation must be provided on vendor's company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.)

process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1. XXXX
- 2. XXXX
- 3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative



Office of Federal Contract Compliance Programs

Executive Order 11246, As Amended

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

Part II – Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A – Duties of the Secretary of Labor

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B – Contractors' Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D – Sanctions and Penalties

SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 213

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV – Miscellaneous

SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405

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PART 2:

CONTRACT FORMS

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **the City of Aumsville, Oregon** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The Aumsville Wastewater Treatment Plant Improvements including those items listed in the Bid Form dated _____.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The Aumsville Wastewater Treatment Plant Improvements.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Westech Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by “Engineer”.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **540** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **600** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$3,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$3,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. Deleted.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of **[\$[number] broken down as follows.**

1. Lump Sum Bid Price for the Wastewater Treatment Plant Improvements.	\$
2. Assigned Contract for the Sequencing Batch Reactor Equipment Procurement Contract (Remaining Balance Due)	\$1,168,819.90

3. Assigned Contract for the Dissolved Air Flootation Equipment Procurement Contract (Remaining Balance Due)	\$ 660,190.90
4. As-Built Drawings Complete (Stipulated Price)	\$15,000.00
5. O&M Manuals Complete (Stipulated Price)	\$15,000.00
6. Lump Sum for Cash Allowance 1: Power Company Connection Fees	\$100,000.00
Total of All Lump Sum Bid Items	\$

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Trench Foundation Stabilization (Stipulated Price)	CY	300	\$90.00	\$27,000.00
2	General Site Over Excavation and Backfill (Stipulated Price)	CY	300	\$80.00	\$24,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$51,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **[\$number]**.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **20th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted

in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) Deleted.
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest per ORS 279C.570.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Exhibit A, Assignment of SBR and DAF Equipment Contracts, Consent to Assignments, and Acceptance of Assignments.
 3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).

4. General Conditions.
5. Supplementary Conditions.
6. Specifications as listed in the table of contents of the project manual.
7. All appendices listed in the table of contents of the project manual.
8. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.
- 9. Addenda (numbers **[number]** to **[number]**, inclusive).**
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form including all attachments.
 - b. Invitation to Bid.
 - c. Information for Bidders.
 - d. Instructions to Bidders.
 - e. Contractor's First-Tier Subcontractor Disclosure Form.
 - a. USDA Rural Development Forms
 - 1) If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
 - 2) If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.
 - b. The following CWSRF Forms
 - 1) BC1 Bidders List
 - 2) BC4 Sworn Statement of Compliance
 - 3) BC5 Prevailing Wage Agreement
 - 4) BC6 List of Contacted DBEs
 - 5) BC7 Certificate of Independent Price Determination
 - 6) BC8 Good-Faith Efforts, Contract Administration, and Contract Language
 - 7) BC9 Certificate Regarding Lobbying Activities
 - 8) BC10 Disclosure of Lobbying Activities
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

- 9.01 *The contract between Owner as "Buyer" and **Xylem Water Solutions USA, Inc.** as "Seller" for procurement of goods and special services ("Procurement Contract") for **Aumsville Wastewater Treatment Plant Sequencing Batch Reactor Equipment is hereby assigned to Contractor by Owner, and Contractor accepts such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.***
- 9.02 *The contract between Owner as "Buyer" and **Krofta Technologies, LLC** as "Seller" for procurement of goods and special services ("Procurement Contract") for **Aumsville Wastewater Treatment***

Plant Dissolved Air Floatation Equipment is hereby assigned to Contractor by Owner, and Contractor accepts such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.

9.03 These assignments will occur on **the Effective Date of the Agreement** and will relieve the Owner as Buyer from all further obligations and liabilities under the Procurement Contracts. Contractor, as Buyer (Contractor/Assignee) following assignment, will assume full responsibility to Owner for the performance of obligations by Seller, which will be Contractor's Subcontractor or Supplier. Notwithstanding these assignments, all performance guarantees and warranties required by the Procurement Contracts will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor. Except as noted in the Procurement Contracts, all rights, duties, and obligations of Engineer to Buyer and Seller under the Procurement Contracts will cease upon assignment.

9.04 Copies of the assigned Procurement Contracts are attached.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between **The City of Aumsville, Oregon ("Buyer")** and [insert name of Seller] ("Seller") for furnishing Goods and Special Services entitled (check only one box and delete the other):

Sequencing Batch Reactor and Digester Equipment for the Aumsville Wastewater Treatment Plant

Dissolved Air Floatation Equipment for the Aumsville Wastewater Treatment Plant

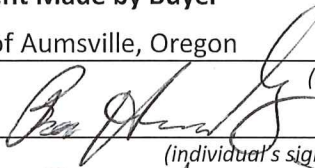
(Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

The City of Aumsville, Oregon

(typed or printed name of organization)

By:


(individual's signature)

Date:

4/18/25
(date signed)

Name:

Ron Hardy
(typed or printed)

Title:

City Administrator
(typed or printed)


If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

Xylem Water Solutions USA Inc

(typed or printed name of organization)

By:


(individual's signature)

Date:

3/31/25
(date signed)

Name:

Adam McNeill
(typed or printed)

Title:

Vice President
(typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

_____ *(typed or printed name of organization)*

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

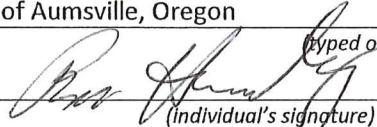
The Procurement Contract between **The City of Aumsville, Oregon ("Buyer")** and **Krofta Technologies, LLC ("Seller")** for furnishing Goods and Special Services entitled (check only one box and delete the other):

Dissolved Air Flootation Equipment for the Aumsville Wastewater Treatment Plant

(Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer


The City of Aumsville, Oregon

By:  (typed or printed name of organization)
(individual's signature) Date: 12/31/24
(date signed)
Name: Ren Harding Title: City Administrator
(typed or printed) (typed or printed)

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

Krofta Technologies, LLC

By:  (typed or printed name of organization)
(individual's signature) Date: 12/30/24
(date signed)
Name: RICK ZIOMEK Title: Director
(typed or printed) (typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

_____ *(typed or printed name of organization)*

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: The City of Aumsville, Oregon</p> <p>Mailing address <i>(principal place of business)</i>: 595 Main Street Aumsville, Oregon 97325</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Aumsville Wastewater Treatment Plant Improvements</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. The Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. Reserved.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and

- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

PERFORMANCE BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: The City of Aumsville, Oregon</p> <p>Mailing address <i>(principal place of business)</i>: 595 Main Street Aumsville, Oregon 97325</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Aumsville Wastewater Treatment Plant Improvements</p> <p>Contract Price: [Amount from Contract]</p> <p>Effective Date of Contract: [Date from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. The Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Reserved.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of

insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 16. Modifications to this Bond are as follows: **None**



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

(Seal)
Company Name

Signature

Title (e.g. Attorney-in-Fact)

Principal by:

Name

Signature

Title

Address

City State Zip

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

NOTICE OF AWARD

Date of Issuance:

Owner: The City of Aumsville, Oregon

Owner’s Project No.:

Engineer: Westech Engineering, Inc.

Engineer’s Project No.: 2599.3220.0

Project: Wastewater Treatment Plant Improvements

Contract Name: Wastewater Treatment Plant Improvements

Bidder:

Bidder’s Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Aumsville Wastewater Treatment Plant Improvements

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The City of Aumsville**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

CERTIFICATE OF OWNER'S ATTORNEY

Aumsville Wastewater Treatment Plant Improvements

I, the undersigned, _____ the duly authorized and acting legal representative of The City of Aumsville' do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name

Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name

Contractor's Application for Payment

Owner: <u>The City of Aumsville, Oregon</u>	Owner's Project No.: _____
Engineer: <u>Westech Engineering, Inc.</u>	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: <u>Wastewater Treatment Plant Improvements</u>	
Contract: <u>Wastewater Treatment Plant Improvements</u>	
Application No.: _____	Application Date: _____
Application Period: From _____ to _____	

1. Original Contract Price	\$	1,910,010.80
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,910,010.80
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. <u>5%</u> X \$ - Work Completed	\$	-
b. <u>5%</u> X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	1,910,010.80

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and

(4) In consideration for the payment referenced above, and upon receipt of such payment, Contractor hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through the date of this application, with the exception that this release does not cover retainage; and

(5) Contractor represents that receipt of said payment constitutes full and complete payment for all work, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, interest on capital, profit and conditions costs) relative to the work or improvements as of the date of this application; and

(6) Contractor specifically waives, quitclaims and releases any claim for damages due to delay, hindrances, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this application, except as follows (outstanding claims or change order work to be listed by Contractor, attach pages if required):

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____

Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	The City of Aumsville, Oregon	Owner's Project No.:	
Engineer:	Westech Engineering, Inc.	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	Wastewater Treatment Plant Improvements		
Contract:	Wastewater Treatment Plant Improvements		

Application No.:	Application Period:	From	to	Application Date:
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Wastewater Treatment Plant Improvements		-			-		-
2	Assigned Contract for the Sequencing Batch Reactor Equipment (Remaining Balance)	1,168,819.90				-	0%	1,168,819.90
3	Assigned Contract for the Dissolved Air Flootation Equipment (Remaining Balance)	660,190.90				-	0%	660,190.90
4	As Built Drawings (Stipulated Price)	15,000.00				-	0%	15,000.00
5	O&M Manuals (Stipulated Price)	15,000.00				-	0%	15,000.00
						-		-
						-		-
						-		-
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						-		-
						-		-
Original Contract Totals		\$ 1,859,010.80	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,859,010.80

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: The City of Aumsville, Oregon
 Engineer: Westech Engineering, Inc.
 Contractor: _____
 Project: Wastewater Treatment Plant Improvements
 Contract: Wastewater Treatment Plant Improvements

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Trench Foundation Stabilization (Stipulated Price)	300.00	CY	90.00	27,000.00		-		-	0%	27,000.00
2	General Site Over-Excavation	300.00	CY	80.00	24,000.00		-		-	0%	24,000.00
					-		-		-		-
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					-		-		-		-
Original Contract Totals					\$ 51,000.00		\$ -	\$ -	\$ -	0%	\$ 51,000.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: The City of Aumsville, Oregon
 Engineer: Westech Engineering, Inc.
 Contractor: _____
 Project: Wastewater Treatment Plant Improvements
 Contract: Wastewater Treatment Plant Improvements

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
					-		-		-		-
					-		-		-		-
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					-		-		-		-
Change Order Totals					\$ -		\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders											
Project Totals					\$ 51,000.00		\$ -	\$ -	\$ -	0%	\$ 51,000.00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: The City of Aumsville, Oregon Owner's Project No.:
Engineer: Westech Engineering, Inc. Engineer's Project No.: 2599.3220.0
Contractor: Contractor's Project No.:
Project: Wastewater Treatment Plant Improvements
Contract Name: Wastewater Treatment Plant Improvements

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: The City of Aumsville, Oregon Owner’s Project No.:
Engineer: Westech Engineering, Inc. Engineer’s Project No.: 2599.3220.0
Contractor: Contractor’s Project No.:
Project: Wastewater Treatment Plant Improvements
Contract Name: Wastewater Treatment Plant Improvements
Effective Date of the Construction
Notice Date: Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated **3/28/24** (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

- 1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the Engineer’s professional opinion.
- 3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: The City of Aumsville, Oregon
Engineer: Westech Engineering, Inc.
Contractor:
Project: Wastewater Treatment Plant Improvements
Contract Name: Wastewater Treatment Plant Improvements
Date Issued: Effective Date of Work Change Directive:
Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].
Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.: [Number of Change Order]

Owner:	The City of Aumsville, Oregon	Owner's Project No.:	
Engineer:	Westech Engineering, Inc.	Engineer's Project No.:	2599.3220.0
Contractor:		Contractor's Project No.:	
Project:	Wastewater Treatment Plant Improvements		
Contract Name:	Wastewater Treatment Plant Improvements		
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

FIELD ORDER NO.: [Number of Field Order]

Owner: The City of Aumsville, Oregon Owner's Project No.:
Engineer: Westech Engineering, Inc. Engineer's Project No.: 2599.3220.0
Contractor: Contractor's Project No.:
Project: Wastewater Treatment Plant Improvements
Contract Name: Wastewater Treatment Plant Improvements
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____