
City of Coos Bay

Coos County, Oregon

CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF:

PUMP STATION 4

SCHEDULE I: Pump Station No. 4 Replacement

SCHEDULE II: New Gravity Sewer Line and Force Main

August, 2011

City Project No. 09/10-002

Engineers Project No.1201-022



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SECTION 00100 - INVITATION FOR BIDS

Sealed bids for the construction of the Collection System Improvement Projects for the City of Coos Bay, Coos County, Oregon (Owner) will be received by Jennifer Wirsing, Engineering Service Coordinator, at City Hall, located at 500 Central Avenue, Coos Bay, OR 97420, until **2:00 p.m., xxx xx, 2011**. Bids will be opened publicly and read aloud immediately following the specified closing time. Subcontractor declarations must be submitted to the above-mentioned City representative no later than **4:00 p.m. on xxx xx, 2011**.

The work under this Contract is for public work and shall be broken into Schedules and awarded separately or together or any combination thereof. A brief description of the scope of work for each Schedule is provided below:

Basic Bid – Schedule I – Pump Station No. 4 Replacement shall take place within the easement south of Anderson Avenue and north of Blossom Gulch Creek. Demolition of existing station shall take place on 10th Street, adjacent to Blossom Gulch Elementary School.

- i. Furnish and install new precast concrete wetwell, valve vault and flow meter vault. Wetwell will be 7-foot inside diameter and approximately 23 feet deep.
- ii. Furnish and Install 6-inch and 8-inch ductile iron pipe, valves, fittings, and flow meter.
- iii. Furnish and Install new manholes and pipe to convey sewage to new wetwell.
- iv. Furnish and Install three submersible centrifugal pumps, guide rails, VFDs, controls and appurtenances.
- v. Construct new CMU electrical/control building and concrete flatwork.
- vi. Furnish and install stationary generator and automatic transfer switch.
- vii. Perform site work including raising the site above floodplain and a new retaining wall. Provide AC pavement and crushed rock surfaces. Furnish and Install chain link perimeter fence.
- viii. Connection to new 8-inch HDPE forcemain.
- ix. Demolition of existing wetwell, drywell, control building, forcemain and influent pipe. Conversion of portion of gravity line to building lateral.
- x. Electrical installation including buried conduit, power and control wire, panels, power supply and other as required for a complete and operational installation.
- xi. Temporary pumping facilities as required to maintain operation of existing pump station during construction.

Basic Bid – Schedule II - New Gravity Sewer Line and Force Main construction shall take place along a portion an easement between 10th Street and vacated 11th Street. Force main will continue north under 11th Street easement, across Anderson Avenue and terminate at the existing manhole at the intersection of 11th Street and an alley.

- i. Furnish and install approximately 335 lineal feet of 12-inch 3034 PVC sanitary sewer piping and 58 lineal feet of 12-inch 30304 PVC storm sewer piping . Complete installation shall include, but is not limited to: trench excavation, connection to existing systems and complete testing of facilities.
- ii. Furnish and install approximately 465 feet of 8-inch HDPE pressure piping. Complete installation shall include, but is not limited to: trench excavation, connection to existing systems and complete testing of facilities.
- iii. Installation of 3 new sanitary manholes and rehabilitation of discharge manhole.
- iv. Restoration of ac pavement and landscape under easements, 11th Street and Anderson Avenue.
- v. Temporary pumping facilities as required to maintain sewer service during construction.

All work for each Schedule under this Contract must be substantially completed within one hundred and eighty **180** days of the Notice to Proceed. If Bidder is awarded more than one schedule all work must be substantially completed within one hundred and eighty **180** days of the Notice to Proceed.

All pre-Bid questions shall be submitted in writing and shall be directed to Jennifer Wirsing, Engineering Service Coordinator of Coos Bay no later than five (5) days prior to the Bid opening.

Bidding documents may be examined at the office of Civil West Engineering Services, Inc. at the following location: (Note: Contact Engineer's office to purchase plans)

Engineer's Office: 486 E Street
Coos Bay, OR 97420
(541)266-8601
(541)266-8681 fax

Documents can also be examined at the following location(s):

Coos Bay City Hall, 500 Central Ave, Coos Bay, OR 97420
And on-line at: <http://www.coosbay.org>

Bidders must purchase Bidding Documents from the Engineer and be listed on plan holders list to bid. One copy of the Bidding documents, including specifications and drawings, may be obtained from the Engineer's design office with a non-refundable payment of **\$90.00** per set payable to Civil West Engineering Services, Inc.

A pre-bid conference will be held for this project. All Bidders are encouraged however to visit the individual sites to help familiarize themselves with each project and project location.

Bids will be received as a combination of unit price and lump sum bid items. No bid will be considered unless fully completed and shall be submitted intact as the Bid (intact is further defined as "bound in the original binding, in the original order and with all of the original contents") and shall be accompanied by a bid security executed in favor of the Owner in the amount not less than 10% of the total amount of the bid. Bid security is to be forfeited as fixed and liquidated damage should the bidder neglect or refuse to enter into a contract and provide suitable insurance certificates, bond and other required documents for the faithful performance of the work in the event bidder is awarded the contract.

All bidders must be "equal opportunity employers" and comply with the appropriate provisions of state and federal law. In addition, all bidders are required to comply with ORS 656.017 regarding workers' compensation. Bidder, Contractor, and Subcontractors are required to be registered with Construction Contractors Board. Bidder, Contractor and Subcontractors are not required to be licensed under ORS 468A.720 for asbestos abatement.

Pursuant to ORS 279C.505(2), all Bidders must certify with their bids that they have an employee drug-testing program in place. If awarded a contract, Bidder must provide proof of such drug-testing program when executed Agreements are returned to Owner.

This contract is for public work and is subject to ORS 279C.800 to 279C.870. Prevailing wage rates for public works' contracts in Oregon are required for this project. No bid will be received or considered by the Owner unless the bid contains: 1) a statement that bidder will comply with the provisions of ORS 279C.840; 2) a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

Before starting work, the contractor and every subcontractor employed under this contract is required to have a public works bond filed with the Construction Contractors Board, in accordance with ORS 279C.830 (3), unless the contractor or subcontractor is exempt under ORS 279C.836 (4), (7), (8), or (9).

Upon award of this contract, the Owner is required to pay a fee to the BOLI Prevailing Wage Rate Unit in accordance with ORS 279C.830 (2) and OAR 839-025-0200. The amount of the fee shall be one tenth of one percent (.001) of the contract price; however, the fee must be no less than \$250 or more than \$7,500 regardless of the contract price.

The Owner may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may, for good cause, reject any and all bids upon a finding of the Owner that it is in the public interest to do so. No bidder may withdraw or modify a bid after the hour set for the receipt of bids, and thereafter until the lapse of 70 days after the bid opening.

Dated this xx day of xxx 2011.

By order of: Mr. Rodger Craddock

Title: City Manager

Published:

Published: xxx xx, 2011 Daily Journal of Commerce
 xxx xx, 2011 The World Newspaper

INSTRUCTION TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. **General Conditions** – Section 007200 of the City of Coos Bay, Part 3 – Construction Specifications (Draft). Document is available from the City of Coos Bay at:
http://www.coosbay.org/cb/departments/documents/Draft-EngDesign-ConstStandards-Combined_000.pdf
- B. **Bidder**--The individual or entity who submits a Bid directly to OWNER.
- C. **Issuing Office**--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. Unless otherwise stated, the Issuing Office will be the office of the ENGINEER.
- D. **Contract and Bidding Documents** – Includes all material bound herewith, together with any materials referenced herein including Bid Forms, Contract Documents, Bonds, etc. Technical specifications are bound in Volume 2 and shall supercede those required in the City of Coos Bay, Part 3- Construction Specifications (Draft); except when there is no equivalent specification in Volume 2, then the Draft Specifications shall be used.
- E. **Responsive Bidder** – A Bidder who fully complies with the requirements and instructions in the Bidding Requirements and who fully completes all forms and other requested information.
- F. **Successful Bidder**--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit on Bidding Documents is non-refundable.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 All bidders must have a current and valid Contractor's license in the state where the project is being undertaken.

3.02 Bidders must pre-qualify for this project.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

- A. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents include the following:
- B. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.
- C. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 3.02 of the General 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.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or other.

4.03 Hazardous Environmental Conditions

- A. Those reports and drawings relating to a Hazardous Environmental Condition identified at the Site that ENGINEER has used in preparing the Bidding Documents include the following:
 - 1. None
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 3.06 of the General 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.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 3.02, 3.03, and 3.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 3.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 6 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified herein as provided in paragraph 3.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified herein as provided in paragraph 3.06 of the General Conditions;
- E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-bid conference will be held for this project. Questions or issues related to the project should be directed to the Engineer. Prospective Bidders are required to make their own arrangements for visiting the site.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing at least ten (10) calendar days prior to the receipt of bids. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.03 No addenda will be issued later than five (5) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

7.04 Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of work may be answered by the ENGINEER up to the date of the bid opening. No written responses will be made for these items.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of ten (10) percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (attached in Section 00431) issued by a surety meeting the requirements of paragraphs 4.01 and 4.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to furnish the required Contract Attachments and to execute and deliver the Agreement as specified in Article 20 and 21 of these Instructions to Bidders, OWNER may annul the Notice of Award and the Bid security of that Bidder will be Forfeited.

8.03 The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER during the period that the Bid remains open whereupon Bid Security furnished by such Bidders will be returned.

8.04 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 5.05 of the General Conditions, or those substitute or materials and equipment approved by the ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for ENGINEER's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the ENGINEER at least 5 days prior to the date for receipt of Bids.

11.02 No substitution of materials, equipment, or methods for those specified will be allowed prior to bid opening on this project. Substitutions may be allowed after the effective date of the Agreement. All provisions set forth in paragraph 5.05 "Substitutes and Or-Equals" of the General Conditions as well as the applicable sections of the Technical Specifications concerning the requirements and conditions of substitution approval shall be followed.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Bidder shall list subcontractors on the Proposed Subcontractor List, sign and submit the completed form to OWNER within two working hours of the time and at the place for receipt of Bids as identified in the Advertisement for Bids. Criteria for listing subcontractors and suppliers are as follows:

- A. Only public improvement projects with a total contract value in excess of \$100,000 are required to list first tier subcontractors.
- B. Only first tier subcontractors need to be listed.
- C. Any first tier subcontractor that will be furnishing labor or labor and materials on the Bid, if awarded, whose subcontract value would be equal to or greater than:
 - 1. Five percent of the total Bid amount, but at least \$15,000; or
 - 2. \$350,000, regardless of the percentage of the total Bid amount.
- D. If there are no subcontractors who meet the criteria stated 12.01 A, B and C above, Bidder must state "none" on the form provided and submit it to OWNER as stated in 12.01 above.
- E. The Proposed Subcontractor List form must be submitted separately. The form may be submitted with the bid or anytime within two working hours of the bid submittal time.
- F. Failure to submit the Proposed Subcontractor List in accordance with the instructions in this Article 12 will result in the Bid being rejected as non-responsive.

12.02 Due to the specialized nature of the project, a subcontractor may be allowed to undertake a value of work that exceeds 50% of the total Bid Amount.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered. Any interlineations, alteration or erasure on the Bid Form must be initialed by the signer of the Bid.

13.02 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.03 A Bid by a partnership shall 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 shall be shown below the signature.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member 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 below the signature.

13.05 A Bid by an individual shall show the Bidder's name and official address.

13.06 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.07 All names shall be typed or printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.09 The address and telephone number for communication regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis or lump sum for each item of Work listed on the Bid Form. The Total Bid will be considered as the total bid amount for the project.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 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. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents found bound herein and includes all Bid Forms, Bid Security, and Supplements to Bid Forms completed as instructed and required. All Bidding Documents shall be submitted intact as the Bid. (Intact is further defined as "bound in the original binding, in the original order, and with all the original contents.")

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked 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 shall 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 shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as stated in the Invitation to or Advertisement for Bids.

15.03 Oral, telephonic, telephonic facsimile (FAX) or telegraphic bids are invalid and will not be accepted or receive consideration.

15.04 Bids received after the time indicated in the Invitation to or Advertisement for Bids will not be accepted for receive consideration.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the 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.

16.02 No bidder may withdraw or modify its bid after the time set for the receipt of bids, and thereafter during the period the bids remain open.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement for Bids 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 within a reasonable amount of time after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 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 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not 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.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be

submitted. Operating costs, maintenance costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the OWNER.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

19.06 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

19.07 If the Contract is to be awarded, OWNER will award the Contract to the responsible Bidder whose total Bid, conforming to all material terms and conditions contained in these bidding documents is lowest, price and other factors considered. For projects with multiple schedules of work, separate Contracts will be awarded for each schedule. A Bidder may submit a Bid for any or all schedules. A Contract for multiple schedules may be awarded to a single Bidder if the Bid submitted is the lowest responsible Bid for each separate schedule.

19.08 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within 60 calendar days of the Bid opening.

19.09 Any protest of award must be filed with the OWNER within five (5) calendar days after the bids are opened and read.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 4 of the General Conditions sets forth OWNER's requirements as to Performance Bond and Payment Bond. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

20.02 Article 4 of the General Conditions sets forth insurance requirements. When the successful Bidder returns the executed Agreement to OWNER for OWNER signature, it shall be accompanied by certificates of insurance (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the General Conditions. On return of the signed Agreement to CONTRACTOR, OWNER shall deliver any certificates of insurance which OWNER is required to purchase and maintain in accordance with the General Conditions.

20.03 When the successful Bidder returns the executed Agreement to OWNER for OWNER's signature, it shall be accompanied by proof that successful Bidder has an employee drug testing program in place. Such proof may include a copy of the successful Bidder's adopted policy or program for employee drug testing.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten (10) days thereafter, OWNER shall deliver three fully signed counterparts to Successful Bidder with a complete set of the Drawings with appropriate identification. The date of the OWNER'S signature will become the effective date of the agreement unless another effective date is agreed to by all parties.

ARTICLE 22 - SALES AND USE TAXES AS REQUIRED

22.01 Compliance with ORS 279C.840 and payment of prevailing wage rates is a requirement of this Contract. Requirements are further defined in the General Conditions.

SECTION 00410 – BID FORM

PROJECT IDENTIFICATION:

City of Coos Bay - Pump Station No. 4:
Schedule I – Pump Station 4 Replacement
Schedule II – Force Main and Gravity Sewer

CONTRACT IDENTIFICATION AND NUMBER:

THIS BID IS SUBMITTED TO: Jennifer Wirsing, Engineering Service Coordinator
Public Works and Development
City of Coos Bay
500 Central Avenue
Coos Bay, Or. 97420

1.01 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 the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 70 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site(s) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) as provided in Article 3 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, as provided in Article 3 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means,

methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will comply with the applicable provisions of ORS 279C.840 and with the provisions in the Supplementary General Conditions relating to the payment of prevailing wage rates.

L. _____ By initialing this space, the Bidder hereby certifies that he or she has not
(initial)
discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

M. The Bidder hereby certifies that it is a resident Bidder as defined in ORS 279A.120, of the **State**
of _____.
(State name)

N. Pursuant to ORS 279C.505 (2), the Bidder hereby certifies that it has an employee drug testing program in place and if awarded a contract will provide proof of such program when executed Agreements are returned to OWNER.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Basic Bid – Schedule I – Pump Station No. 4 Replacement

Bidder will complete the Basic Bid Work in accordance with the Contract Documents for the following price(s):

Item	Description	Item Price
1	Mobilization, Insurance, Overhead, and Bonds	
2	Construction Facilities, Temporary Systems and Bypass Provisions	
3	Wetwell, Excavation, Shoring, Dewatering and Installation	
4	Submersible Pump, VFD, Accessories and Pump Installation	
5	Electrical, Wiring, Panels, Level Controls, Utility Conn, Etc.	
6	50 kW Generator and Automatic Transfer Switch	
7	Control Building, Gen. Cover, Gen. Pad	
8	Site Piping, Valves, Fittings and Vault	
9	Flow Meter and Vault	
10	12-Inch Influent Pipe, bedding and backfill	
11	Site Work, Site Pavement, Fence, Retaining Wall, and Site Drainage	
12	AC Pavement on new Access Ramp up to wetwell	
13	Demolition and Abandonment of Lift Station and Forcemain and Old Gravity Mains	
14	Misc. Restoration and Clean Up	

TOTAL BASIC BID \$ _____ **\$** _____
(use figures) (use words)

Authorized Signature: _____

Date: _____, 20____

Title: _____

5.02 Basic Bid - Schedule II – Force Main and Gravity Sewer

Bidder will complete the Basic Bid Work in accordance with the Contract Documents for the following price(s):

Item	Description	Est. Quantity	Unit	Unit Amount	Total
1	Mobilization, Bonding, and Insurance	1	ls		
2	Construction Facilities and Temporary Controls	1	ls		
3	Demolition & Site Prep	1	ls		
4	Foundation Stabilization	100	cy		
5	12" 3034 PVC SS Pipe - Class B	393	lf		
6	8" HDPE SS Pipe	465	lf		
7	8" HDPE wall anchor	3	ea		
8	Connection to Exist'g Manholes	3	ea		
9	New SS Manhole (Standard)	2	ea		
10	Epoxy coat discharge manhole	1	ea		
11	AC Pavement, Anderson Ave & 11 th ROW	80	ton		
12	Site Cleanup and Landscape Restoration	1	ls		

TOTAL BASIC BID \$ _____ **\$** _____
(use figures) (use words)

Authorized Signature: _____

Date: _____, 20____

Title: _____

5.04 Unit Prices have been computed in accordance with Article 10 of the General Conditions.

5.05 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the contract Documents.

5.06 The basis of award of the Contract will be to the lowest responsive and responsible Bidder for the project(s) and shall be awarded for each individual Schedule and/or any combination thereof provided such action is in the Owners best interest.

5.07 Identity of the successful Bidder may not specifically be determined at the time of opening of the Bids. The Owner reserves the right to evaluate all options and obtain the opinion of the council and the Engineer on the legality and sufficiency of all bids.

5.08 Any protest of award must be filed with the Owner within five (5) calendar days from the receipt by fax of the notification of Intent to Award.

6.00 Time of Completion

6.01 If individual schedule is awarded to Bidder, Bidder agrees that the Work under the Basic Bid for each individual Schedule will be substantially complete within **180** calendar days after the date when the Contract Time commences to run as provided in Article 1 - of the General Conditions, and completed and ready for final payment in accordance with the General Conditions.

6.02 If multiple schedules are awarded to Bidder, Bidder agrees that the Work under the Basic Bid for the awarded Schedules will be substantially complete within **180** calendar days after the date when the Contract Time commences to run as provided in Article 1 - General Conditions, and completed and ready for final payment in accordance with the General Conditions.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages, in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement.

7.00 Attachments to This Bid

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of Bid Bond or as otherwise stipulated by Owner;
- B. Proposed Subcontractor list (to be submitted in accordance with Article 12 of the Instructions to Bidders);
- C. Bidder's Prequalification Form (Submitted prior to bid or on file with OWNER as directed in the Invitation to Bid)
- D. Non Collusion Affidavit
- E. City of Coos Bay Business License Application (if not currently held by Contractor)

8.01 Communications concerning this Bid shall be addressed to the BIDDER indicated below.

9.01 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

BIDDER is in compliance with the requirements of and is registered and bonded with the State of Oregon Construction Contractor's Board as follows:

- Registered Classification: _____
- Registration No: _____
- Expiration Date: _____
- Employer's Tax ID No: _____

SUBMITTED ON _____, 20 _____

10.01 Bidder to affix signatures below under the appropriate organization.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

SEAL,
if required
by State

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

SEAL,
if required
by State

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest _____
(Signature of Corporate Secretary)

CORPORATE
SEAL,
if required by State

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venture Name: _____
By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

SEAL,
if required
by State

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No. (____) _____ FAX No. (____) _____ E-Mail Address _____

Joint Venture Name: _____
By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

SEAL,
if required
by State

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No. (____)_____ FAX No. (____)_____ E-Mail Address _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420**

BID

Bid Due Date: May 25, 2010

Project (Brief Description Including Location): **City of Coos Bay - Collection System Improvements**

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

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 Surety's liability.
2. Default of Bidder shall occur 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 shall 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 by 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PROPOSED SUBCONTRACTOR LIST

A. Subcontractor List

1. Bidder shall list below the name, address, Construction Contractor's Board (CCB) number, description of work and dollar value of the subcontract for each subcontractor performing work in excess of the amount specified ORS279C.370. If no subcontractor will be performing work on this project in excess of the amount specified ORS279C.370, Bidders shall enter "NONE" in the first line below. **Remove this form and submit it in a separate sealed envelope within two hours after Bids are due, at the time and place specified in the Invitation for Bids, Section 00100.**

<u>Name</u>	<u>Address</u>	<u>CCB #</u>	<u>Description of Work</u>	<u>\$ Value of Subcontract</u>

2. Total value of work provided by all subcontractors including those listed above is \$ _____.

_____	_____	_____	_____
Signature of Bidder	Printed Name of Bidder	Title	Company Submitting



OREGON DEPARTMENT OF TRANSPORTATION
2010 - 11 PRIME CONTRACTOR
PREQUALIFICATION APPLICATION
Effective September 1, 2010 through August 31, 2011

Submit application and make check payable to:

Filing Fee \$100

FSB Date

Initials

Oregon Department of Transportation
ODOT Procurement Office - Construction
455 Airport Road SE, Bldg K, Salem OR 97301-5348
Phone (503) 986-6916
Web Site: www.oregon.gov/ODOT/CS/CONSTRUCTION

A. Date: _____ **Valid Through:** _____ 08-31-11

B. Application of _____
Legal Business Name (Complete Section 8)

Assumed Business Name(s) (Complete Section 6)

List previous business names of your organization: _____

C. Business Structure (Check one):

- ☐ Individual Sole Proprietorship
☐ General Partnership
☐ Corporation
☐ S-Corporation
☐ Limited Partnership (LP)
☐ Limited Liability Company (LLC)
☐ Limited Liability Partnership (LLP)

D. ☐ **Joint Venture**

F. Purpose of Application (Check all that apply):

- ☐ **ODOT Projects**
1st anticipated bid opening date _____
- ☐ **Local Government Projects**
1st anticipated bid opening date _____
- ☐ **Other Government Projects**
1st anticipated bid opening date _____

E. Address: (Required)

Physical address, city, state, zip (for courier use)			
Mailing address, city, state, zip			
Phone		Fax	

Phone		Contact person	
(Phone No. and person to contact regarding application)			

E-mail		Contact person	
Phone		Fax	
(Email, phone and fax of person to appear on Planholders List)			

RECEIPT DATE #1

RECEIPT DATE #2

RECEIPT DATE #3

RECEIPT DATE #4

FOR OFFICE USE ONLY

APPROVAL/LAST RECPT DATE / INIT _____ ADD #1 DATE _____ / INIT _____ DESC: _____
REVIEW DATE / INIT _____
ELIGIBILITY DATE _____ ADD #2 DATE _____ / INIT _____ DESC: _____
VENDOR NO. _____
DATA ENTRY DATE / INIT _____ CHECK SENT TO FSB: DATE _____ INIT _____

Introductory Statement:

In accordance with the statutes of the State of Oregon, every public contracting agency contemplating receiving bids for and awarding any contract for a public improvement may require any prospective bidder (**herein referred to as applicant**) to submit a full and complete statement concerning their equipment and experience in constructing public improvements. The Oregon Department of Transportation (ODOT) requires prequalification under OAR 734, Division 10, and is the public contracting agency in this instance utilizing this prequalification application and prequalification process. Further references to "public contracting agency" throughout this application are intended to be references to ODOT.

The application and questionnaire forms which are bound herewith comply with the requirements of public contracting rules and must be used in determining the qualifications of applicants and in assigning limits as to the size and kinds of projects for which the applicant may submit bids.

The applicant should use care, honesty and integrity in preparing this information. The public contracting agency may make independent inquiries concerning the contractor's past performance and capabilities.

Manner of Preparing and Filling in Forms:

This application shall include equipment and experience information for only the specific single business organization or entity which is applying for prequalification and which would be the signatory on a contract with the public contracting agency.

All answers and other entries on the forms, except signatures, should be typed or printed in ink. It is the responsibility of the applicant to return all pages whether applicable or not. Failure to do so may be grounds for denial of prequalification. Application and instructions are online at:
<http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Prequalifications.shtml>

All answers and entries must be specific and complete in detail.

The prequalification application must be signed by the applicant and sworn to as the form indicates. The signatory of the statement certifies the truth and accuracy of all statements and of all answers to questions.

The original signed application must be sent to the Public Contracting Agency. Photocopy or fax signatures will not be accepted.

OAR 734-010-0240 (2) Prequalification applications must be received at ODOT's address shown in the prequalification application at least 10 calendar days before the bid opening in which the applicant wishes to participate. **OAR 734-010-0240 (4)** The date on which all required information has been received by ODOT Procurement Office - Construction will be considered the receipt date of the prequalification application.

Use of Attachments:

Schedules, reports and other forms of prequalification statement may be used as attachments to the prescribed form, provided that the information contained therein specifically includes the information required by this form.

Place of Submission:

Prequalification applications shall be submitted to the designated office of the public contracting agency.

Time of Submission:

Each Public Contracting Agency may have specific time requirements for filing applications. The applicant should check with the designated office of the applicable agency for submission time.

Appeal Due to Denial or Revocation of Prequalification:

In case the applicant's application for prequalification is denied or in case an existing prequalification is revoked, the applicant may appeal the denial or revocation in accordance with the rules adopted by the Department of Administrative Services or the appropriate local contract review board.

Notification of Action Taken:

The applicant will be notified, in writing, of the action on their application. Applicant will then be allowed to bid on such projects as are within the limits of size and kind of work for which applicant has been determined qualified.

Period During Which a Qualified Applicant Remains Qualified:

An applicant who has been notified of prequalification for projects of a given size and kind will usually remain qualified until the date specified in the notification. The public contracting agency may limit prequalification approval to individual public improvement projects. Unless such applicant is otherwise notified by the public body of prequalification in work classes, the applicant will be permitted to submit bids for all projects receiving bids of the kind and size applicant has been qualified. Prequalification for specified kinds and sizes of projects, allows the applicant to submit bids on any and all such projects, unless applicant is otherwise notified by the public contracting agency.

Requirement of Continuing Prequalification:

Applicants who have once been qualified with an agency requiring prequalification and who desire to maintain an uninterrupted prequalification standing are required to submit a new application periodically as required by such agency. Uninterrupted prequalification is contingent upon favorable action on the application. A prequalification may be revoked under the provision of ORS 279C.430.

Changes:

Major changes must be submitted with a new prequalification application with a \$100 filing fee. Minor changes may be submitted by addendum to the public contracting agency. There is no charge for minor changes. Minor changes include, but are not limited to, address, company name, adding, or deleting classes of work.

Any change to an applicant's prequalification application must be received at ODOT's address shown in the prequalification application at least 10 days prior to bid opening if that information affects the bid submitted. Any changes requested by the applicant must be submitted and signed by the same person who signed the original application or by a person holding the same position as the person who signed the original application(OAR 734-010-0240 (10)).

Contact the Public Contracting Agency for specific procedures when there are changes to the information submitted in the application.

Requests for revision of the prequalification standing of any applicant will be considered whenever the applicant can make a showing of materially improved ability, but not more often than once in three months.

With or without a request from a prequalified applicant, the prequalification limitation on class of work or size of project MAY be reviewed and expanded, increased or decreased as found appropriate. The prequalified applicant will be notified in writing of any such revision.

Joint Venture:

A public contracting agency may adopt special requirements concerning joint ventures. Before submitting a joint venture application, an applicant should ascertain if special instructions are applicable and obtain them from the designated public officer.

Jurisdiction:

ORS 279C.430 (2) states: When a contracting agency permits or requires prequalification of bidders, a person who wishes to prequalify shall submit a prequalification application to the contracting agency on a standard form prescribed under subsection (1) of this section. Within 30 days after receipt of a prequalification application, the contracting agency shall investigate the applicant as necessary to determine if the applicant is qualified. The determination shall be made in less than 30 days, if practicable, if the applicant requests an early decision to allow the applicant as much time as possible to prepare a bid on a contract that has been advertised. In making its determination, the contracting agency shall consider only the applicable standards of responsibility listed in ORS 279C.375 (3)(b). The agency shall promptly notify the applicant whether or not the applicant is qualified.

Nonresident Bidders:

ORS 279A.120 (3) states: When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

For information about DOR requirements contact at: http://www.oregon.gov/DOR/BUS/contact_us.shtml

**NOTICE: APPLICANT MUST ANSWER ALL SECTIONS AND QUESTIONS IN THIS APPLICATION.
FAILURE TO DO SO WILL RESULT IN THE APPLICATION BEING RETURNED TO THE APPLICANT FOR
COMPLETION.**

BUSINESS STRUCTURE: Complete section 1, 2, 3, 4, or 5 as applies

1 If an Oregon corporation, complete this section

☐ NA

When incorporated _____

President _____ Secretary _____

1st Vice President _____ Treasurer _____

CONTRACT EXECUTION - List of Authorized Personnel

A) President and Secretary (**Both** President **and** the Secretary of the corporation are **required** to sign ODOT contracts and performance and payment bonds unless certified, true and correct copy of corporate bylaws or minutes state otherwise and **are attached to this prequalification.**)

Printed name of President _____ Signature _____

Printed name of Secretary _____ Signature _____

B) Are other officers besides the President and Secretary of your company authorized to execute contracts?
☐ Yes ☐ No **If yes, list below and attach certified, true and correct copy of corporate bylaws or minutes stating that authority.**

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

C) Are any of the officers (listed above in A) & B)) authorized to sign and execute contracts and bonds on behalf of the company without the signature of others? ☐ Yes ☐ No

IF YES, YOU MUST ATTACH CORPORATE BYLAWS OR MINUTES STATING THIS AUTHORITY TO SIGN ALONE ON BEHALF OF THE CORPORATION IN THE CORPORATE BYLAWS OR MINUTES.

BID EXECUTION - List of Authorized Personnel

Signatures of all individuals (**INCLUDING ANY OFFICERS LISTED ABOVE**) authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with digital signatures used for electronic bidding.

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

(Additional documentation may be required by the public contracting agency)

2 If a general partnership, complete this section☐ NA

Date of Organization _____

If a foreign (out of state) co-partnership or persons engaging in business in the state under an assumed name, but not domiciled within this state, is the partnership or business organization registered as required in compliance with Chapter 648, Oregon Revised Statutes? ☐ Yes ☐ No

Names and addresses of partners:

If the Contractor is a partnership or limited liability partnership, an authorized representative of **each** Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached. **If only one partner is signing, then bylaws or minutes must include the authority to sign without the signature of others.**

Printed names, titles and signatures of partners authorized to **EXECUTE CONTRACTS**

Printed name of partner	Signature
-------------------------	-----------

Printed name of partner	Signature
-------------------------	-----------

Bylaws or Minutes Submitted: (Check one) ☐ Yes ☐ No (Only submit if signatures differ from above)Printed names, titles and **signatures** of personnel authorized to **EXECUTE BIDS**

Signatures of all individuals **(INCLUDING ANY OFFICERS LISTED ABOVE)** authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with digital signatures used for electronic bidding.

Printed name and title	Signature
------------------------	-----------

Printed name and title	Signature
------------------------	-----------

Printed name and title	Signature
------------------------	-----------

Printed name and title	Signature
------------------------	-----------

(Additional documentation may be required by the public contracting agency)

3 If a foreign (out of state) corporation, complete this section☐ NA

When incorporated _____

President _____ Secretary _____

1st Vice President _____ Treasurer _____

CONTRACT EXECUTION - List of Authorized Personnel

- A) President and Secretary (**Both** President **and** the Secretary of the corporation are **required** to sign ODOT contracts and performance and payment bonds unless certified, true and correct copy of corporate bylaws or minutes state otherwise and **are attached to this prequalification.**)

Printed name of President _____ Signature _____

Printed name of Secretary _____ Signature _____

- B) Are other officers besides the President and Secretary of your company authorized to execute contracts?
☐ Yes ☐ No **If yes, list below and attach certified, true and correct copy of corporate bylaws or minutes stating that authority.**

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

- C) Are any of the officers (listed above in A) & B)) authorized to sign and execute contracts and bonds on behalf of the company without the signature of others? ☐ Yes ☐ No

IF YES, YOU MUST ATTACH CORPORATE BYLAWS OR MINUTES STATING THIS AUTHORITY TO SIGN ALONE ON BEHALF OF THE CORPORATION IN THE CORPORATE BYLAWS OR MINUTES.

BID EXECUTION - List of Authorized Personnel

Signatures of all individuals (**INCLUDING ANY OFFICERS LISTED ABOVE**) authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with digital signatures used for electronic bidding.

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Name and address of registered agent in Oregon:

Date of authorization by Oregon Secretary of State to transact business in Oregon:

Has applicant filed with Oregon Department of Revenue (DOR) forms required by ORS 279A.120? ☐ Yes ☐ NoSec. of State
Phone: 503-986-2200Department of Revenue
Phone: 503-378-4988Web site: www.filinginoregon.comWeb site: www.oregon.gov/DOR

(Additional documentation may be required by the public contracting agency)

4 If a limited liability company, limited liability partnership or a limited partnership indicate below

☐ NA

Check One: ☐ Limited liability company ☐ Limited liability partnership ☐ Limited partnership

Have you registered with the Oregon Secretary of State, Corporation Division, Business Registry?

☐ Yes ☐ No

Name and address of organizer:

If the Contractor is a LLC, LLP, or LP company an authorized representative of **each** Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, **AND YOU MUST SUBMIT YOUR ARTICLES OF ORGANIZATION AND OPERATING AGREEMENTS THAT INDICATES THE AUTHORIZATION TO SIGN.** If any representative is authorized to execute contracts without the signature of others, this must be stated in your Articles of Organization and Operating Agreements.

Printed names, titles and signatures of personnel authorized to **EXECUTE CONTRACTS**:

Printed name and title

Signature

Printed name and title

Signature

Are other representatives besides the ones listed above able to execute contracts? ☐ Yes ☐ No **If yes, submit names, titles and signatures separately.**

Printed names, titles and signatures of personnel authorized to **EXECUTE BIDS**

Signatures of all individuals **(INCLUDING ANY OFFICERS LISTED ABOVE)** authorized to execute **Bids** on behalf of the company shall be listed in this section, including those individuals with digital signatures used for electronic bidding.

Printed name and title

Signature

Printed name and title

Signature

Printed name and title

Signature

Printed name and title

Signature

Printed name and title

Signature

5 If doing business as a sole proprietorship, fill out the following information

☐ NA

Name of individual liable for all obligations of the business: _____

If applicant is a sole proprietor using an assumed business name, please list name below:

Registration date:

Expires:

Printed name and title

Signature

(Additional documentation may be required by the public contracting agency)

6 If doing business under an assumed business name, fill out the following information☐ **NA**

Assumed business name: _____

Owner's name and address: _____

Oregon Secretary of State Corporation Division's Registration Number:
(www.filinginoregon.com/bizreg/index.htm)Renewal
Date: _____**7 OWNERSHIP AND CONTROL (A, B, and C)**

- (a) Is there any organization, owned or controlled by the applicant, its officers, directors, partners and anyone owning at least 10 percent interest in the firm, or in which the applicant was or is an officer, director, partner, doing business in Oregon under another name?

☐ Yes ☐ No If yes, please list in space below. If no, write N/A in space below.

--

- (b) Are there any individuals, companies or corporations owning 10 percent or more of applicant's firm?

☐ Yes ☐ No If yes, please list in space below. If no, write N/A in space below.

--

- (c) Are there any other personnel in applicant's organization who have a financial interest in or serve as officers or partners in another firm prequalified to bid in this or another state?

☐ Yes ☐ No If yes, please list below in space provided. If no, write NA in space below.

Individual's Name	Present Position or Office	Other Firm or Firms	Position in Other Firm(s)	State of Other Firm

8 LICENSES AND REGISTRATIONS

**Oregon Secretary of State Corporation
Division – Active Business Registry No.**

www.filinginoregon.com/bizreg/index.htm

Phone: (503) 986-2200

Required for Legal Business Name, Assumed Business Name (page 1B), Corps, LLCs, LLPs, and LPs. Required prior to contract execution.

Oregon Construction Contractors Board No.

www.ccb.state.or.us

Phone: (503) 378-4621

Required prior to bid opening for state-funded projects or prior to contract execution for federally-funded projects (not required for Aggregate Production or Landscaping work categories).

Oregon Business Landscape Contractors

License No. and company name:

**Individual Landscape Contractor License No.
and name:**

www.lcb.state.or.us

Phone: (503) 986-6561

Oregon Electrical Contractor License No. and

company name:

Supervisor's License No. and Name :

www.oregonbcd.org

Building Codes Division phone: (503) 378-4133

Oregon Plumbing Business License No. and

company name:

Journeyman's License No. and Name:

Oregon Boiler/Pressure Vessel Business

License No. and company name:

www.oregonbcd.org

Building Codes Division phone: (503) 378-4133

Other License No.

9 BONDING TOTAL

Indicate the total amount of work, expressed in dollars, for which the applicant can be bonded at one time:

\$ _____

10 BID, PERFORMANCE AND PAYMENT SURETY BONDS

If the contract(s) for which this prequalification is sought require bid, performance and payment bonds, the applicant shall state the name of the agent and name, address and telephone number of the surety company applicant **expects** to provide the bonds.

Agent's name: _____

Agent's address: _____

Agent's telephone #: _____

Surety name: _____

Surety address: _____

Surety telephone #: _____

11 SUPPLEMENTAL QUESTIONS

- A) Have you ever been denied prequalification or had prequalification suspended or revoked by any state, local or federal agency in this or any other state?

(Check one) ☐ Yes

☐ No

If yes, please attach an explanation.

- B) Have you ever been debarred from bidding on contracts by any state, local or federal agency in this or any other state under any state or federal law?

(Check one) ☐ Yes

☐ No

If yes, please attach an explanation.

- C) Has any officer or partner of the applicant ever applied for prequalification with the public contracting agency under a different name?

(Check one) ☐ Yes

☐ No

If yes, please attach an explanation.

- D) Has the applicant ever failed to complete a state, local or federal public improvement (works) contract?

(Check one) ☐ Yes

☐ No

If yes, please attach an explanation.

- E) Has any officer or partner of the applicant ever been found in breach of a local, state or federal contract?

(Check one) ☐ Yes

☐ No

If yes, please attach an explanation.

- F) Within the last three years has the applicant, or any officer, partner, agent or employee of applicant been found to have violated any state or federal prevailing wage statute or regulation (including the federal Davis-Bacon and related Acts and ORS 279C.800 et. seq.) in any Final Order of the Oregon Bureau of Labor and Industries or the United States Department of Labor, or by any court of competent jurisdiction?

(Check one) ☐ Yes

☐ No

If yes, provide copies of the final order(s) or judgment in which this occurred and explain in detail:

- (a) the circumstances behind any violation, including the amount(s) not paid
- (b) whether the amount(s) have now been paid
- (c) the reasons for the violation
- (d) all efforts undertaken to ensure that future violations will not occur

- G) Within the last three years has the applicant, or any officer, partner, agent or employee of applicant been found to have violated any state or federal environmental statute or regulation (including but not limited to Environmental Protection Agency, Department of Environmental Quality, US Fish and Wildlife Service, Department of Fish and Wildlife, US Army Corps of Engineers, Division of State Lands, Department of Agriculture or Department of Interior), or any permit issued by one of these agencies, in any agency Final Order or by any court of competent jurisdiction?

(Check one) ☐ Yes

☐ No

If yes, provide copies of the final order(s) or judgment in which this occurred and explain in detail:

- (e) the circumstances behind any violation, including the amount(s) not paid
- (f) whether the amount(s) have now been paid
- (g) the reasons for the violation
- (h) all efforts undertaken to ensure that future violations will not occur

12 EQUIPMENT, FACILITIES, AND PLANTS (A, B, C, and D)

(A) Equipment owned by the applicant: List only major items. Lump together small equipment and tools. Attachments are acceptable if all required information is included.

[illegible]

(B) Total market value of equipment: \$ _____
(Required)

(C) Does applicant intend to rent equipment? ☐ Yes ☐ No **If yes, provide a general description:**
(Required)

***(D) Production Facility or Plant** ☐ Yes ☐ No If yes, complete below:
(Required)

Description	Location	Capacity

* ODOT's acceptance of this prequalification does not imply ODOT's approval as material sources for ODOT projects

13 CLASSES OF WORK

Fill in the classes of work on which you wish to bid. Classes of work include, but are not limited to, work listed in parentheses. If more space is required, attach additional sheets.

For Each Class of Work:

Check beside each Class of Work for which you have demonstrated experience in Section 14. This may be with your own work force or through project management of subcontractors.

List all other states where applicant is currently qualified or has been qualified within the last three (3) years to perform work.

(Highways, Roads, Streets)

Class of Work	States qualified within the last (3) years
<input type="checkbox"/> (AB) Aggregate Bases	_____
<input type="checkbox"/> (ACP) Asphalt Concrete Paving and Oiling (Paving, Chip Sealing, Crack Sealing, Slurry Sealing, Fog Sealing)	_____
<input type="checkbox"/> (REIN) Bridges and Structures (Concrete, Steel, and Timber Bridges, Retaining Walls and Soundwalls; Seismic Retrofit; Box Culverts; Structural Plate Pipe, and Pipe Arches)	_____
<input type="checkbox"/> (BLD1) Buildings (Toilets, Bathhouses, Maintenance, Sand Sheds)	_____
<input type="checkbox"/> (EART) Earthwork and Drainage (Clearing, Earthwork, Blasting, Riprap, Culverts, Manholes, Inlets, Storm Sewers, Sanitary Systems)	_____
<input type="checkbox"/> (ELEC) Electrical (Traffic Signals, Illumination, Ramp Meters, Roadway Weather Information Systems (RWIS), Variable Message Signs (VMS), Traffic Cameras)	_____
<input type="checkbox"/> (LS) Landscaping (Roadside Seeding, Lawns, Shrubs, Trees, Irrigation Systems, Topsoil, Temporary and Permanent Erosion Control)	_____
<input type="checkbox"/> (MHA) Miscellaneous Highway Appurtenances (Guardrail, Barrier, Curbs, Walks, Fences, Protective Screening, Impact Attenuators, Cold Plane Pavement Removal, Rumble Strips)	_____
<input type="checkbox"/> (PAI1) Painting (Bridges and Buildings)	_____
<input type="checkbox"/> (PAVE) Pavement Markings (Permanent - Painted, Durable, Markers, Delineators)	_____
<input type="checkbox"/> (PCP) Portland Cement Concrete Paving	_____
<input type="checkbox"/> (AC) Rock Production (Aggregate Crushing, Sanding Rock)	_____
<input type="checkbox"/> (SIGN) Signing (Permanent)	_____
<input type="checkbox"/> (TTC) Temporary Traffic Control (All Temporary Traffic Control Items Including Flaggers and Pilot Cars)	_____
<input type="checkbox"/> (OTH1) Other, (List specific class)	_____
_____	_____
_____	_____
_____	_____

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

1. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

2. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

3. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

4. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

5. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

6. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

7. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

8. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

9. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

10. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

11. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

12. Agency or Company Name (Name, address and phone w/area code): _____		
Name of Project and Location of Work: _____		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: _____	Date of Completion (if completed) _____	Prime <input type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded: _____		

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

13. Agency or Company Name (Name, address and phone w/area code): _____

Name of Project and Location of Work: _____

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB ☐, ACP ☐, REIN ☐, BLD1 ☐, EART ☐, ELEC ☐, LS ☐, MHA ☐, PAI1 ☐, PAVE ☐, PCP ☐, AC ☐, SIGN ☐, TTC ☐, or OTH1 ☐

Contract Amount: _____ Date of Completion (if completed) _____ Prime ☐ or Sub ☐

Project Bonded: No ☐ Yes ☐ Surety Company if Project Bonded: _____

14. Agency or Company Name (Name, address and phone w/area code): _____

Name of Project and Location of Work: _____

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB ☐, ACP ☐, REIN ☐, BLD1 ☐, EART ☐, ELEC ☐, LS ☐, MHA ☐, PAI1 ☐, PAVE ☐, PCP ☐, AC ☐, SIGN ☐, TTC ☐, or OTH1 ☐

Contract Amount: _____ Date of Completion (if completed) _____ Prime ☐ or Sub ☐

Project Bonded: No ☐ Yes ☐ Surety Company if Project Bonded: _____

15. Agency or Company Name (Name, address and phone w/area code): _____

Name of Project and Location of Work: _____

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB ☐, ACP ☐, REIN ☐, BLD1 ☐, EART ☐, ELEC ☐, LS ☐, MHA ☐, PAI1 ☐, PAVE ☐, PCP ☐, AC ☐, SIGN ☐, TTC ☐, or OTH1 ☐

Contract Amount: _____ Date of Completion (if completed) _____ Prime ☐ or Sub ☐

Project Bonded: No ☐ Yes ☐ Surety Company if Project Bonded: _____

15 EXPERIENCE - Continued

A. How many years has applicant been in business under present name?

As a prime contractor? _____

As a subcontractor?

B. How many years' experience in construction work has applicant had? (Required)

As a prime contractor? _____

As a subcontractor? _____

16 EXPERIENCE - Continued

What is the construction experience of all owners, officers, partners and principal individuals in applicant's organization? Also, list any other individuals or organizations that control or influence bidding in any way and to any extent.

(Attach additional sheets, if needed)

[illegible]

17 Following space may be used for general remarks and explanations pertaining to the foregoing prequalification statements. Explain here any claimed experience of a business organization or entity other than the applicant, including that of any business entity which was a predecessor of applicant or which has been acquired by applicant.

[illegible]

18 AFFIDAVIT

STATE OF _____)

County of _____)

ss.

I, _____ being first sworn, state that I am

_____ of the applicant herein and that the statements made in
(Title of individual authorized to execute bids and contracts) this application are true and I acknowledge that any false, deceptive or fraudulent statements on the application or at a hearing will result in the denial of prequalification, and may subject me to charges of false swearing or perjury; should there be any subsequent material reduction in applicant's ability to carry out any project for which applicant desires to submit a bid; applicant will give written notice of such change to the designated officer to whom this application is submitted at least ten days prior to the bid opening and that it is understood that such notice may change the eligibility of applicant to submit the bid.

(Original Signature of Individual Authorized to Execute Bids and Contracts)

Subscribed and sworn to before me this _____ day of _____, Year _____

*Notary Seal
or
Stamp*

Original Notary Public Signature

My commission expires _____

SECTION 00461 - NON-COLLUSION AFFIDAVIT

Contract Bid No. _____

STATE OF _____)

County of _____)

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers.
I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

(5) _____, its affiliates, subsidiaries,
(Name of Firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the Owner in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts relating to the submission of bids for this Contract.

(Name/Position)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public for _____
My Commission Expires: _____

Notice of Award

Date: _____

Project: City of Coos Bay – Pump Station No .4

Owner: City of Coos Bay

Owner's Contract No.:

Contract: Construction of:

Engineer's Project No.: 1201-022

Schedule I – Pump Station No. 4 Replacement

Schedule II – Forcemain and Gravity Sewer Construction

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

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 ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____
Authorized Signature

Title

Copy to Engineer

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY OF COOS BAY, OREGON
AND
[GENERAL CONTRACTOR]**

THIS AGREEMENT FOR CONTRACTED SERVICES (the "Contract") is made as of the _____ day of _____, 20__, by and between the **CITY OF COOS BAY**, with offices located at **500 Central Avenue, Coos Bay, Oregon 97420** (the "OWNER") and _____ a (insert State of Incorporation) _____ Corporation, with offices located at _____ (the "CONTRACTOR") (Owner and Contractor hereinafter collectively referred to as the "Parties").

ARTICLE 1 -- Work: Contractor shall complete all Work as specified and/or included in ATTACHMENT 'A'. All provisions of this contract supersede any items listed on the proposal submitted by the contractor. The contractor shall perform all work in accordance with applicable specifications, i.e., latest version of APWA/ODOT, State of Oregon Building Code, City Engineering Standards and City Ordinance.

ARTICLE 2 -- Effective Date and Duration: This Contract shall become effective upon the date of the last signature. No services shall be performed prior to this Contract Execution Date. The Contractor shall at all times carry on the work diligently, without delay and punctually fulfill all requirements herein. The passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured or the breach of any Contractor warranty.

ARTICLE 3 -- Statement of Work: The Contractor will furnish all materials, supplies, labor, equipment, tools, and other services necessary for the construction and completion _____, as provided in these Contract Documents.

ARTICLE 4 -- Contract Price: The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the total sum of **\$XXXXXXX** (**XXXX Thousand XXXX Hundred XXX Dollars and No Cents**) unless this Contract Price is modified by an executed change order. The Owner agrees to pay the Contractor in the manner and at such times as set forth in the City of Coos Bay General Conditions, unless otherwise modified by written agreement of the parties

ARTICLE 5 -- Contract Period: The Contractor will commence the work required by this Contract within ten (10) calendar days after the date of the Contractor's receipt of the Notice to Proceed, and will complete the work within **XX** calendar days following the date of receipt of the Notice to Proceed, unless the Contract Period is extended or otherwise modified by written agreement of the parties.

ARTICLE 6 -- Liquidated Damages: In event the Contractor fails to complete the work on or before the Contract Expiration Date, for each and every day the work contemplated under this Contract remains uncompleted beyond the Contract Expiration Date, the Contractor shall pay to the Owner the sum of _____ per calendar day as liquidated damages and not as a penalty. This sum may be deducted from money due or to become due to Contractor as compensation under this Contract.

ARTICLE 7 -- Payment to Oregon Bureau of Labor and Industries Pursuant to ORS 279C.825(2): If this Contract is a public works contract subject to ORS 279C.800 to 279C.870, Owner shall pay a fee equal to one-tenth of one percent (.1%) of the Contract Price, but not less than \$250 nor more than \$7,500 regardless of the Contract Price, to the Oregon Bureau of Labor and Industries at the following address:

Oregon Bureau of Labor and Industries
Wage and Hour Division, Prevailing Wage Unit
800 NE Oregon St. #32
Portland, OR 97232

The fee shall be paid at the time the Owner executes this Contract. Within 30 days of issuing the final progress payment, the Owner shall recalculate and adjust fees based on the final Contract price including all change orders and other Contract price adjustments, in accordance with OAR 839-025-0210.

ARTICLE 8 -- Tax Compliance. By its signature on this Contract, Contractor hereby certifies that it is not in violation of any Oregon tax law. For the purpose of this certification, "Oregon tax laws" includes, but may not be limited to, ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

ARTICLE 9 -- Access to Records: For not less than three (3) years after the Contract Expiration Date, the Owner, the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, this Contract, or any part thereof, becomes the subject of or is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to the Owner in preparation for and during litigation.

ARTICLE 10 -- Funds Available and Authorized: Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance costs of this Contract within the Owner's current appropriation or expenditure limitation.

ARTICLE 11 -- Indemnity: Contractor shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the errors, omissions, negligence or willful misconduct of Contractor or his employees, subcontractors, or agents under this contract.

ARTICLE 12 -- Insurance:

12.1 -- Contractor shall procure and maintain, at its own expense, insurance coverage equal to or greater than the following for minimums:

<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 1,000,000

Commercial General Liability (including contractual liability. Fire property damage & Contractors Pollution coverage as applicable)

General Aggregate (per project) (provide form CG 2503 05/09 or equivalent)	\$ 2,000,000
Products-Comp/OP Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage's where applicable	

Umbrella/Excess Insurance

General Aggregate	\$ 2,000,000
Each Occurrence	\$ 2,000,000

<u>Automobile Liability</u> (including coverage on all owned, non-owned, hired autos)	\$1,000,000 per occurrence (C.S.L.)
---	--

12.1.1. -- Should the Contractors Umbrella/Excess Insurance coverage combined with CGL coverage not equal or exceed the minimum combined coverage shown coverage must be increased to equal or exceed the minimum total coverage limits shown. If the Contractor does not have Umbrella/Excess Insurance coverage, the Commercial General Liability and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

12.1.2. -- Contractor shall provide Owner with a certificate(s) and endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the Owner. Such certificate(s) and endorsement(s) shall name Owner as an additional insured under Contractor's commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements shall be attached to the certificate. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Contractor shall provide Certificate of Insurance(s) & Endorsement(s), which will be a part of this Contract.

12.1.3. -- Insurance Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City of Coos Bay. The City of Coos Bay reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

ARTICLE 13 -- Successors & Assignments: After the original Contract is executed, the Contractor shall not enter into any new subcontractor agreements for any of the work required under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the Owner. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

ARTICLE 14 -- Compliance with Applicable Law: Contactor certifies that it will comply with all federal, state and local laws, ordinances and regulations applicable to this Contract, including, but not limited to all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, as well as all local ordinances and regulations pertaining to public contracting. Without in any manner limiting the foregoing, Contractor agrees that the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, ORS 279C.505, 279C.515, 279C.520 and 279C.530, shall apply to the Contract, to the extent that such statutes are not inconsistent with local ordinances and regulations pertaining to public contracting. Further, that ORS Chapter 656, ORS 979.350 and/or USC Section § 276A, apply to Contractor's performance under this Contract."

ARTICLE 15 -- Prevailing Wage: The Contractor certifies, and it shall be a condition of the Contractor's bond as provided by ORS 279C.800-279C.870, that in performing this Contract the Contractor will pay and cause to be paid not less than the prevailing wages as of the date of the bid, per hour, per day, and per week, for each and every person who may be employed in the performance of this Contract.

ARTICLE 16 -- Severability: The parties agree that if any term or provision of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

ARTICLE 17 -- Waiver: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all parties to this Contract. The failure of the Owner to enforce any provision of this contract shall not constitute a waiver by the Owner of that or any other provision.

ARTICLE 18 -- Governing Law and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Owner and the Contractor arising out of or related to this Contract shall be brought and maintained solely and exclusively in the Circuit Court of Coos County, Oregon. Provided, if any litigation arising under this Contract must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon in Eugene, Oregon. Contractor hereby consents to the personal jurisdiction of all courts within the State of Oregon. Should any litigation be brought to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs and disbursements at trial and upon appeal. Should any dispute over the terms and conditions of

ATTACHMENT "A"

_____, an (insert State of Incorporation) _____ Corporation (hereinafter "**Contractor**") agrees to provide the following Professional Services (hereinafter "Basic Services") for **CITY OF COOS BAY** (hereinafter "**Owner**"), in accordance with the terms and conditions of the Contract, dated _____, 20____, all of which terms and conditions are incorporated herein by reference:

Part 'A' -- Original Request for Services:

Part 'B' -- Contractor Proposal, Bid and Bid Bond:

Part 'C' -- Scope of Services:

Part 'D' -- Project Schedule:

(After award the Contractor shall provide a Project Schedule, which will be a part of this Contract)

Part 'E' -- List of Sub contractors:

(The Contractor shall provide List of Sub contractors as instructed in the advertisement and Invitation to Bid, which will be a part of this Contract)

Part 'F' -- Performance & Payment Bond:

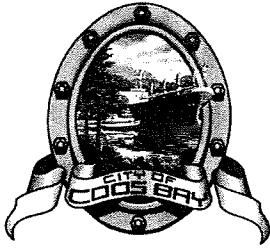
(The Contractor shall provide Performance & Payment Bond, which will be a part of this Contract)

Part 'G' -- Certificate of Insurance(s) & Endorsement(s):

(The Contractor shall provide Certificate of Insurance(s) & Endorsement(s), which will be a part of this Contract)

Part 'H' -- Technical Specifications:

(The Contractor shall utilize these specifications in addition to the Draft City Engineering Standards and Construction Specifications)



Date:

Change Order Number:

Project Name:

Project No.:

_____, a _____ (Corporation/LLC/Partnership/Sole Proprietor) (hereinafter "Contractor") agrees to perform and complete the following work (hereinafter "Work") for **CITY OF COOS BAY** (hereinafter "**Owner**"), in accordance with the terms and conditions of the Contract, dated ____, 20 __, all of which terms and conditions are incorporated herein by reference:

Part 'A-X' Scope of Additional Services:

Part 'B-X' Project Schedule (Revised):

Part 'C-X' Modification of Construction Bid (increase/decrease):

Original Contract Amount: _____

Net amount of previous Change Order No. ____: _____

Total Original Contract Amount net of Change Orders: _____

Total Amount of Change Order No. ____: _____

Total Contract Amount net of Change Order No. ____: _____

Contract Time will be increase/decreased by: _____

Date of completion as a result of this Change Order No. ____ is: _____

"CONTRACTOR"

"OWNER"

CITY OF COOS BAY, OREGON

BY: _____

BY: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

PART 'A'
ORIGINAL REQUEST FOR SERVICES

PART 'B'
CONTRACTOR PROPOSAL, BID & BID BOND

PART 'C'
SCOPE OF SERVICES

PART 'D'
PROJECT SCHEDULE

(The Contractor shall attach a Project Schedule to Part 'D', which will become a part of this Contract)

PART 'E'
LIST OF SUB CONTRACTORS

(The Contractor shall attach a List of Subcontractors to Part 'E', which will become a part of this Contract)

PART 'F'
Performance & Payment Bonds

(The Contractor shall attach the Performance & Payment Bond to Part 'F', which will become a part of this Contract)

PART 'G'
CERTIFICATE OF INSURANCE(S) & ENDORSEMENT(S)

(The Contractor shall attach all Certificate of Insurance(s) & Endorsement(s) to Part 'G', which will
become a part of this Contract)

PART 'H'

TECHNICAL SPECIFICATIONS

(The Contractor shall utilize these specifications in addition to the City of Coos Bay Draft Engineering Standards and Construction Specifications)

Notice to Proceed

Dated xxx xx, 2011

Project: Coos Bay Pump Station No. 4	Owner: City of Coos Bay	Owner's Contract No.:
Contract: City of Coos Bay-- Pump Station No. 4		Engineer's Project No.: 1201-022
Contractor:		
Contractor's Address:		

You are notified that the Contract Times under the above contract will commence to run on xxx xx, 2011. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 5 of the Agreement, the number of days to achieve readiness for final payment is 120.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured's) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

_____ (Contractor)	City of Coos Bay _____ (Owner)
Received by: _____	Given by: _____ (Authorized Signature)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Copy to Engineer

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

CONTRACT

Date:

Amount:

Description (Name and Location): **City of Coos Bay – Pump Station No .4**

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

CONTRACT

Date:

Amount:

Description (Name and Location): **City of Coos Bay – Pump Station No. 4**

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

Contractor's Application for Payment No.

1

Application Period:		Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... \$ _____

2. Net change by Change Orders..... \$ _____

3. Current Contract Price (Line 1 ± 2)..... \$ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ _____

5. RETAINAGE:

a. X _____ Work Completed..... \$ _____

b. X _____ Stored Material..... \$ _____

c. Total Retainage (Line 5a + Line 5b)..... \$ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____

8. AMOUNT DUE THIS APPLICATION..... \$ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date:

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C+D)	This Period				
Totals								

Progress Estimate

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of

defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional
Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

Certificate of Substantial Completion

Project: Coos Bay Pump Station No. 4

Owner: City of Coos Bay

Owner's Contract No.:

Contract: Schedule I and Schedule II

Engineer's Project No.: 1201-22

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

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 Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. 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.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

**CITY OF Coos Bay
Pump Station No. 4
{Date}**

Addendum No. 1

Modification to Contract Documents

This Addendum forms a part of the Bid Documents by amending and supplementing the original documents and drawings. The Addendum shall be signed and included with the Bid as a Pre-qualification of the Bid. Necessary changes, additions, subtractions, or clarifications are described below.

REFERENCE

REQUIRED CHANGE

Bid Documents:

Technical Specifications:

Plans:

Clarification:

This addendum must be acknowledged and included with the Bid Proposal.

Acknowledged By:

Signature of Bidder

Title

Name of Firm

Date