

**ROSEBURG URBAN SANITARY AUTHORITY
ROSEBURG, OREGON**

BID SCHEDULE

For the Construction of

OFFICE REMODEL

Rogers Engineering
558 S.E. Jackson St.
Roseburg, OR 97470
(541) 672-0315

TABLE OF
CONTENTS

INVITATION TO BID.....	1
INFORMATION TO BIDDERS	2
BIDDER'S CHECK LIST	6
BID FORM	7
BID SCHEDULE	7
Declarations and Statements	8
Signatures	10
STANDARD BID BOND FORM.....	11
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM.....	12
DRUG TESTING PROGRAM CERTIFICATION FORM.....	13
PRE-BID NOTICE AND CERTIFICATION	14
CONSTRUCTION CONTRACT	15
STANDARD PERFORMANCE BOND.....	17
STANDARD PAYMENT BOND	19
PUBLIC WORKS BOND FILING CERTIFICATION	21
PREVAILING WAGE RATES.....	22
MODIFIED GENERAL CONDITIONS.....	1-126
INSURANCE.....	1-3

INVITATION TO BID

The Roseburg Urban Sanitary Authority will receive sealed bids marked "**Bid for Construction of Office Remodel**" until the hour of **2:00 p.m.** on July 11, 2023 at which time they will be publicly opened and read. When required, bidders must submit a list of their first-tier subcontractors providing labor, or labor and materials, no later than 4:00 p.m. that same day. Bids shall be addressed and delivered to Jim Baird, Manager, Roseburg Urban Sanitary Authority, 1297 NE Grandview Drive, Roseburg, Oregon 97470. Any and all bids received after the 2:00 p.m. deadline for submission will not be considered and returned unopened to the bidder. Any bid for which the list of first-tier subcontractors, when required, has not been submitted by 4:00 p.m. that same day, shall be considered nonresponsive and returned to the bidder. All bids must be identified with the bidder's "Construction Contractors Board" license number as required by Oregon Laws on the outside of the sealed bid envelope.

The proposed work generally consists of removal and reconstruction of interior walls, relocation and new HVAC equipment, finish work, and carpeting. All work on this project shall be completed on or before September 29, 2023.

A copy of the Contract Documents may be obtained from Roseburg Urban Sanitary Authority, 1297 N.E. Grandview, Roseburg, OR 97470 (phone 541/672-1551). Bids must be accompanied by a certified check, cashier's check, irrevocable letter of credit or Bid Bond in an amount equal to not less than ten percent (10%) of the total amount of the bid.

In the event that the bid exceeds \$50,000.00, bidders shall state as part of the bid that the provisions of ORS 279C.800 to 279C.870 (Prevailing Wage Rates) shall be complied with. Bidders must also certify as part of the bid that the requirements of ORS 279C.505(2) (Employee Drug Testing Program) shall be complied with. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Bidders are not required to be licensed under ORS 468A.720 (Asbestos Abatement). Unless exempt under ORS 279C.800 to 279C.870, the successful bidder must file a \$30,000 Public Works Bond with the Construction Contractors Board prior to beginning work on the project, and certify that all sub-contractors have also filed such bond.

Roseburg Urban Sanitary Authority may reject any bid not in compliance with all public bidding procedures and requirements, may waive any irregularities, and may reject for good cause any or all bids upon a finding it is the public interest to do so.

Dated this 16 day of June, 2023.

ROSEBURG URBAN SANITARY AUTHORITY
Roseburg, Oregon

INFORMATION TO BIDDERS

1. FORM OF BID

All bids must be made upon the blank Bid Form attached hereto with a lump sum price as required in the Bid Form.

Roseburg Urban Sanitary Authority reserves the right to reject any or all bids or to accept the bid deemed in its best interest. Without limiting the generality of the foregoing, RUSA may reject any bid which is incomplete, obscure or irregular; which omits any one or more items in the price sheet; in which unit prices are obviously unbalanced; or which is accompanied by an insufficient or irregular Bid Bond.

The bidder shall sign the Bid Form in the blank space provided therefore. All bids must contain the bidder's tax identification number. Bids made by a corporation, general or limited partnership, or L.L.C., shall contain the name and address of such organization, together with names and addresses of officers, partners or managing members. If the bid is made by a corporation, it must be signed by one of the corporate officers with the authority to sign for the corporation; if made by a partnership, by one of the partners.

All bids must be submitted at the time and place, and in the manner prescribed in the Invitation to Bid.

2. CHANGES TO PLANS, SPECIFICATIONS, OR QUANTITIES BEFORE BID OPENING

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by mail, fax, email or other electronic method only to those on the list of Holders of Bidding Plans. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued.

3. BID DOCUMENTS

The Contract Bid Documents for this Project consist of, but are not necessarily limited to, the Invitation to Bid, Information to Bidders, Bidder's Checklist, Bid Form including Certificate of Residency, Drug Testing Program Certification Form, Bid Bond Form, Construction plans and other Supplemental Agreements. Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said Documents should request of the Agency in writing, an interpretation thereof. Any interpretation of said Contract Documents shall be made only in writing by RUSA.

4. CONSTRUCTION CONTRACTORS' BOARD

All contractors bidding on public contracts must be licensed with the Construction Contractors' Board as required by ORS 671.530. Bids must be identified with the Contractors' Board license number on the outside of the bid envelope and as required within. No bids will be considered without this information.

5. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS

When a public improvement contract value is greater than \$100,000, all bidders are required to disclose information about first-tier subcontractors, providing labor or labor and materials, when the contract amount of such first-tier subcontractor is equal to or greater than:

- 1) 5% of the project bid, or \$15,000.00, whichever is greater; or
- 2) \$350,000 regardless of the percentage of the total bid.

Bidders must disclose the following information about such subcontracts, on the First-Tier Subcontractor Disclosure Form provided and included herein, within two hours of the bid submission deadline:

- 1) The subcontractor's name;
- 2) The subcontract dollar value; and
- 3) The category of work to be performed by the subcontractor.

Any bidder not using subcontractors subject to the above disclosure form, must write "NONE" on the Disclosure Form and sign and submit the form. Roseburg Urban Sanitary Authority will reject a bid if the bidder fails to submit the Disclosure Form before the deadline.

5. DRUG TESTING PROGRAM

ORS 279C.505(2) requires public improvement contracts to include a provision requiring contractors to demonstrate that they have an employee drug and alcohol testing program in place. All bidders are required to certify, on the Drug Testing Program Certification Form provided by the RUSA and included herein, that they have such program in place. This certification will become part of the Contract if awarded and contractor will be required to maintain such program throughout the performance of the Contract. Failure to maintain a program shall constitute a material breach of the Contract.

6. PROMPT PAY POLICY - TIMELY PROGRESS PAYMENTS

ORS 279C.570 and 279C.580 require prompt payment to contractors and subcontractors and provides for settlement of compensation disputes between the parties. Roseburg Urban Sanitary Authority is required to automatically calculate and pay interest on invoices from the contractor when payments become overdue. The interest commences 30 days after receipt of the invoice from the contractor, or 15 days after the payment is approved by RUSA, whichever is earlier. The rate of interest charged to RUSA on the amount due shall equal three times the discount rate on 90-day commercial paper, but shall not exceed 30 percent.

RUSA is also required to ensure that the contractor includes a clause in each subcontract that obligates the contractor to pay first-tier subcontractors for satisfactory performance under its contract. Contractors must pay subcontractors within 10 days of receiving

payment from the Agency. Contracts between primary contractors and subcontractors must also contain an interest penalty clause that obligates the contractor, if payment is not made to the subcontractor within 30 days after receipt of payment from the Agency, to pay the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the subcontract payment clause. The contractor is also required to ensure that first-tier subcontractors include these requirements in each of its subcontracts with lower-tier subcontractors or suppliers.

If requested in writing by a first-tier subcontractor, within ten calendar days after receiving the request, the contractor must provide the first-tier subcontractor, a copy of that portion of any invoice or request for payment submitted to the Agency, or pay document provided by the Agency to the contractor, specifically related to any labor or materials supplied by the first-tier subcontractor.

7. BID BOND

All Bids shall be accompanied by a Bid guaranty in the amount of 10% of the total amount of the Bid..

8. CONDITIONS OF WORK

Bidders must make their own determination of the nature of the work proposed under this Contract, the local conditions which can be encountered in this area, and all other matters which can in any way affect the work proposed under this Contract. It shall also be the bidder's responsibility to be thoroughly familiar with the Contract Documents. Failure to make the examination necessary for this determination or to examine any form, instrument or document of the Contract shall not release the bidder from the obligations of this Contract.

9. BID OPENING; REJECTIONS; DISQUALIFICATIONS; RECIPROCAL PREFERENCE

Bids will be opened and the total price for each Bid will be read publicly at the time and place as indicated in the Invitation to Bid. Bidders and other interested parties are invited to be present. Bids will be compared on the basis of the total amount of each Bid.

A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive.

A Bid of a qualified Bidder will be rejected if more than one Bid is submitted for the same Work by an Entity under the same or different name(s); if there is evidence of collusion among Bidders; and any of the grounds for disqualification cited in ORS 279C.440.e disqualified if the Bidder has been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860; not been registered (licensed) by the Oregon Construction Contractors Board before submitting a Bid. The Bidder's registration number and expiration date shall be shown in the Bid form; or been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a

public contract for a public improvement.

Bidders shall complete the certificate of residency included in the Bid Schedule. Failure to complete the form will be cause to reject the Bid. A Resident Bidder means a Bidder who has Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid; A business address in the State of Oregon: and Certified in the Bid that the Bidder qualifies as a Resident Bidder.

10. EXECUTION OF CONTRACT, BONDS AND DAMAGES FOR FAILURE TO EXECUTE

The Agency reserves the right to waive minor informalities and irregularities, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (IRS279C.395).

Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385.

BIDDER'S CHECK LIST

Bidder's attention is called to the following forms and conditions, which must be executed in full as required with the bid and completed in accordance with the provisions of the Modified General Conditions:

- A. BID FORM(S):** Each bidder shall complete the bid form(s) in accordance with Section 00120.40, Preparation of Bids.
- B. BID GUARANTY:** All bids shall be accompanied by a Bid guaranty and conform to Section 00120.40(e). If a Surety bond is submitted, bidder must use the standard Bid Bond form included. The amount of a certified check, cashier's check, irrevocable letter of credit or Bid Bond shall not be less than 10% of the total Bid amount.
- C. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM:** When required by law, this form must be submitted by the bid submission deadline, at which time bids will be opened and read, or within two working hours of such submission deadline. If no subcontractors for labor or for labor and materials will be used, the bidder must write "NONE" on the disclosure form, sign and submit the form as required. Failure to submit this form within two hours of the bid submission deadline will result in the bid becoming non-responsive and such bid will be returned to the bidder.
- D. DRUG TESTING PROGRAM CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate that bidder has an employee drug and alcohol testing program in place and will continue to keep the program in place throughout the duration of performing the Contract awarded.
- E. PUBLIC WORKS BOND PRE-BID NOTICE & CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate contractor's awareness of and intended compliance with the requirement to file a Public Works Bond with the Construction Contractors Board prior to beginning work on the project if awarded the bid.

The following forms are to be executed after the Contract is awarded, prior to beginning work on the project:

- A. CONSTRUCTION CONTRACT:** This agreement is to be executed by the successful bidder.
- B. PERFORMANCE BOND AND PAYMENT BOND:** Both a Performance Bond and a Payment Bond are to be executed by the successful bidder and bidder's Surety Company and submitted at the time the Contract is executed.
- C. PUBLIC WORKS WAGE CERTIFICATION FORM:** This form is to be completed in accordance with state law and submitted with the first and last request for payment.
- D. CERTIFICATE OF INSURANCE:** This certificate is to be executed by the successful bidder and bidder's insurance company and submitted at the time the Contract is executed.
- E. PUBLIC WORKS BOND FILING CERTIFICATION:** This form is to be executed by the successful bidder and submitted at the time the Contract is executed to certify if Contractor has filed the required Public Works Bond or elected not to file the Bond due to qualifying under ORS 200.055.

BID FORM

**Roseburg Urban Sanitary Authority
1297 NE Grandview Drive
Roseburg, Oregon 97470**

The undersigned bidder has carefully examined the Contract Documents for the construction of the

Office Remodel

referred to in the Invitation to Bid dated 16th day of June, 2023 inviting bids on such Project and also the site of the Project. Bidder will provide all necessary labor, equipment, tools, apparatus and other means of construction, do all the work and furnish all the materials called for by said Contract Documents in the manner prescribed therein to provide a complete Project.

The Bidder hereby offers to perform the Services described in the Contract Documents for the Office Remodel for a base bid, stated as a Lump Sum for the project:

TOTAL= \$ _____ -

Declarations and Statement

1 That the only persons or parties interested in this bid are those named herein, that the bid is in all respects fair and without fraud, and that it is made without any connection or collusion with any person making another bid on this Contract.

2 That the bidder, and any subcontractor upon which the bidder is relying, have carefully examined and had an opportunity to comment on, the Contract Documents for the construction of the proposed improvements including a full set of the plans and specifications, including all addenda thereto; that bidder has personally inspected the contemplated construction area or areas; that bidder is satisfied as to the adequacy and completeness of the plans and specifications, the feasibility of the work described therein, quantities of materials, items of equipment and conditions of work involved, including the fact that the description of work and materials as included herein are approximate only; and that this bid is made according to the provisions and under the terms of the Specifications which are hereto attached and hereby made a part of this bid.

3 All of the Specifications and Plans which are listed herein have been examined by the undersigned bidder and the terms and conditions thereof are hereby accepted.

4 It is understood that the Plans may be supplemented by additional Drawings and Specifications in explanation and elaboration of the Plans and it is agreed that such Supplemental Drawings, when not in conflict with those referred to in Paragraph 3 above, will have the same force and effect as if completed and attached hereto, and that when received, will be considered a part of the Contract Documents.

5 It is understood that all work will be performed under the price schedule outlined herein and that all services, materials, labor and equipment and all work necessary to complete the Project in accordance with the Plans and Specifications shall be furnished for the prices named in the bid. If there is a change in the scope of work or work which cannot be properly classified under the price schedule then bidder agrees to do this work as "extra work". The undersigned bidder agrees to do any extra work and furnish materials, and to accept as full compensation therefore, such prices as may be agreed upon in writing by RUSA and the Contractor before extra work begins. Each party binds itself to agree to reasonable prices.

6 The bidder agrees that if this bid is accepted, the bidder will, within the time specified execute the Construction Contract with RUSA in the form of Contract specified, and will, at the time of execution of the Contract, deliver to RUSA the Performance Bond and Payment Bond required herein, and will furnish all the materials necessary to complete the Project in the manner, in the time and according to methods as specified in the Specifications and required by Roseburg Urban Sanitary Authority

7 The Bid Guaranty in a form shall be payable to RUSA to the extent of 10% of the amount of the bid in case this bid is accepted and the undersigned shall fail or refuse to execute the Contract and furnish a Payment Bond and a Performance Bond as required by the Specifications within the time limit named therein after notification that said bid is accepted, all in accordance with the provisions of this bid and the Plans and Specifications which are a part hereof.

8 All items for the Contract for which forms are provided herein have been completed in full by the showing of prices for each and every item thereof, and for the showing of other information indicated by the Bid Form.

9 Bidder agrees to begin work after the execution of the Contract proposed herein and receipt of the

Notice to Proceed. All work on this project shall be completed in its entirety on or before September 29, 2023 regardless of the start date.

10 In the event the bidder is awarded the Contract and fails to complete the Project within the time limit or extended time agreed upon, as more specifically set forth in the Special Provisions, liquidated damages shall be paid to or withheld by RUSA pursuant to Paragraph 4 of the Construction Contract (Time of Performance - Liquidated Damages) at the rate of **\$500.00** per day, until the Project has been completed as provided in the Specifications.

11 The undersigned bidder hereby states, as part of this bid, that the applicable provisions of Oregon's Prevailing Wage Law (ORS 279C.800 to 279C.870) and the Federal Prevailing Wage Law (Davis-Bacon Act, 40 U.S.C. 3141-3148), shall be complied with. When the Project is subject to both the State and Federal Prevailing Wage Laws and rates, workers in each trade will be paid the higher of the two rates.

12 The undersigned bidder and bidder's subcontractors shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

13 The undersigned bidder hereby states, as part of this bid, that bidder shall comply with ORS 279C.505(2) which requires bidder to have an employee drug testing program in place.

14 The undersigned bidder and bidders' subcontractors shall comply with ORS 279C.570 and 279C.580, which require timely progress payments for public improvement projects and provide interest penalties for late payment.

15 The undersigned bidder hereby states, as part of this bid, which bidder and bidder's subcontractors shall comply with the provisions of the Modified General Conditions, Volume 1.

16 If the bidder is awarded the Contract for this work, the name and address of the Surety who will provide the Payment Bond and Performance Bond will be:

17 The name and address of the bidder who is submitting this bid is:

,which is the address to which all communications pertinent to the bid and the Contract shall be sent.

18 The names of the principal officers of the corporation submitting this bid or of the partnership, or of all parties interested in this bid as principals are as follows:

19 The undersigned bidder acknowledges that Addenda No. _____ through _____ have been delivered to bidder and have been examined as part of the Contract Documents.

20 In the prosecution of this work, the bidder proposes to use the subcontractors listed on the First-Tier Subcontractor Disclosure Form presented within two working hours of the bid submission deadline as set forth in the Invitation to Bid. Any bidder not using subcontractors subject to the above referenced Disclosure Form shall indicate "NONE" on the Disclosure Form and sign and submit the form as required.

21 Declaration of Residency:

I "am" or "am not" (circle one) a "resident bidder"* as defined by ORS 279A.120, a contractor that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to ORS 279A.120.

22 The bidder's Construction Contractors Board License Number or Landscape Contractors Board License Number is:

23 Bidder's Tax Identification Number:

24 Public Works Bond: If the bid is accepted, prior to beginning work on the project, the bidder will file with the Construction Contractors Board, a Public Works Bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon; and before permitting a subcontractor to begin work on the project, the bidder will verify that the subcontractor has also filed the aforementioned bond. If the bidder, as a certified disadvantaged, minority, women or emerging small business enterprise, elects not to file the Public Works Bond, bidder will file written verification of such certification with the Construction Contractors Board and provide the Board and Roseburg Urban Sanitary Authority with notice of such election.

Signatures

If sole Proprietor or Partnership:

In witness hereto, the undersigned as set his/her hand this ____ day of _____, 2023.

Signature of Bidder

Title:

If Corporation:

In witness whereof, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 2023.

Name of Corporation:

By:

Title:

Attest:

Secretary

**ROSEBURG URBAN SANITARY AUTHORITY
STANDARD BID BOND FORM**

We, _____, “as Principal,”
 (Name of Principal) and _____ an _____ Corporation,
 (Name of Surety)

authorized to transact Surety business in Oregon, as “Surety,” hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Roseburg Urban Sanitary Authority (“Obligee”) the sum of () _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee’s procurement document (No.) for the project identified as: Office Remodel, which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond, payment bond and public works bond as required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 2023.

PRINCIPAL: _____ SURETY: _____

By _____ Signature BY ATTORNEY-IN-FACT: _____

_____ Official Capacity _____ Name

Attest: _____ Corporation Secretary _____ Signature

Address _____

_____ City State Zip

_____ Phone Fax

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Office Remodel _____

BID#: _____

BID CLOSING: DATE: _____ TIME: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or labor and materials, and is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____ **Phone:** _____

Form Received in the RUSA's Office:

Time: _____ **Date:** _____ **By:** _____

DRUG TESTING PROGRAM CERTIFICATION FORM

BIDDER'S NAME: _____

PROJECT NAME & NUMBER: Office Remodel

ORS 279C.505 (2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The Agency's award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505(2). If the Bidder named above is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the Agency to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that at a minimum, requires compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations;
2. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the Agency at any time upon the Agency's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).

The Agency shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The Agency shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

Signature: _____

Printed Name, Title: _____

Date: _____

**PUBLIC WORKS BOND
PRE-BID NOTICE AND CERTIFICATION**

I, the undersigned contractor, hereby certify that if awarded the contract for which I am submitting this bid, prior to beginning work on such Project, unless exempt under ORS 279C.800 to 279C.870, I will file with the Construction Contractors Board, a Public Works Bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon. I further certify that before permitting a subcontractor to start work on the Project upon which I am submitting this bid, I will verify that the subcontractor has also filed such Public Works Bond or has elected not to file such bond as allowed by state law. The Public Works Bond shall provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond shall be a continuing obligation and remain continuously in effect.

If, as a contractor, I qualify as a disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 and I have elected not to file the aforementioned Public Works Bond, I hereby certify that I will file written verification of such certification with the Construction Contractors Board. I also certify that before beginning any work on the Project, I will provide the Roseburg Urban Sanitary Authority and the Construction Contractors Board written notice that I have elected not to file the Public Works Bond. If so certified under ORS 200.055, I understand that my election not to file the Public Works Bond will expire one year from the date it was filed and that a claim for unpaid wages may be filed against the payment bond I submitted on the Project.

I further certify that I understand the Public Works Bond described above is in addition to any other bond that I am required to provide, or that may be required of a subcontractor, for this Project.

Project Name: Office Remodel _____

Contractor's Printed Name: _____

Contractor's Signature: _____

Dated:

CONSTRUCTION CONTRACT

This Contract is made and entered into this _____ day of _____, 2023, by and between _____, hereinafter called the "Contractor", and the Roseburg Urban Sanitary Authority, a public authority of the State of Oregon, hereinafter called "RUSA".

WITNESSETH

That the Contractor and RUSA, for the consideration hereinafter described agree as follows:

1. WORK TO BE PERFORMED. The Contractor agrees to do all the work and furnish all necessary labor, materials, tools and equipment for the completion of the *Office Remodel* in accordance with the bid made by the Contractor on the _____ day of _____, all in full compliance with the Contract Documents referred to herein, and guarantees all materials and workmanship for one year after acceptance of the project.

2. CONTRACT DOCUMENTS. The Contract Documents include the RUSA's Invitation to Bid, Information to Bidders, the Bid Form signed by the Contractor, this Construction Contract, First-Tier Subcontractor Disclosure Form, Drug Testing Program Certification Form, Performance Bond, Payment Bond, Public Works Bond Filing Certification form (when required), Standard Drawings and Plans, and other Supplemental Agreements all as required for the full execution and satisfactory completion of the work. All of the Contract Documents are incorporated herein by this reference and made a part of this Contract.

3. PAYMENT. In consideration of the faithful performance of the work herein embraced, RUSA agrees to pay the Contractor \$_____ as payment in full per the provisions of the Contract Documents.

4. TIME OF PERFORMANCE - LIQUIDATED DAMAGES. The Contractor shall commence work under this Contract upon receiving notification to proceed from the RUSA. The Contractor agrees that the work under this Contract shall be completed in its entirety on or before September 29, 2023. If the Contractor fails to complete the Project within the time hereinbefore mentioned, or in the extended time agreed upon, liquidated damages shall be paid to or withheld by the RUSA until the Project is completed. It has also been agreed that the amount of liquidated damages specified herein is a reasonable forecast of just compensation for the harm that will be caused by a delay in completion of the Project. Any such sum which the Contractor may be obligated to pay under the terms of this Paragraph is paid as liquidated damages, and not as a penalty.

5. COMPLIANCE WITH LAW. The Contractor shall comply with all local, state and federal laws, ordinances and regulations applicable to contracts covering municipal contracts, and shall make prompt payment of all amounts that may be due from said Contractor in the way of taxes, other governmental charges or lawful deductions, and shall make prompt payment of all labor and materials and shall save the RUSA harmless from any damages or claims whatsoever in the performance of the Contract. Contractor and all subcontractors agree to comply with the Roseburg Municipal Code Regulations relating to business registration.

6. NOTICE. Any notice required or permitted by this Contract must be delivered and served personally, or alternatively, deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed to the parties as shown below:

RUSA:
Roseburg Urban Sanitary Authority
ATTN: Jim Baird
1297 NE Grandview Dr.
Roseburg OR 97470

CONTRACTOR:

ATTN:

Such notice, if mailed within the State of Oregon, shall be deemed delivered upon the second day following the date postmarked. If mailed outside the State of Oregon, notice shall be deemed delivered upon the fifth day following the date postmarked.

7. GOVERNING LAW; VENUE LOCATION. Oregon law shall be applied to all actions relating to the Contract, and the venue in any such action shall lie in the Circuit Court of Douglas County, Oregon.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

RUSA

CONTRACTOR

Jim Baird
Manager

Date:

(Authorized Signature)
Name/Title: _____

Date: _____

Tax Identification Number

ATTEST:

**Roseburg Urban Sanitary Authority
STANDARD PERFORMANCE BOND**

Bond No.:

Solicitation: _____

Project Name: Office Remodel

_____ (Surety#1) Bond Amount No. 1: \$ _____

_____ (Surety #2) *Bond Amount No. 2:\$ _____

**If using multiple sureties*

Total Penal Sum of Bond \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents to pay to the Roseburg Urban Sanitary Authority the sum of (Total Penal Sum of Bond) (P r o v i d e d t h a t w e t h e S u r e t i e s bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Roseburg Urban Sanitary Authority, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Roseburg Urban Sanitary Authority and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its

subcontractors, and shall in all respects perform said Contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Roseburg Urban Sanitary Authority be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279A, 279B and 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2023.

PRINCIPAL: _____

By: _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY:

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Phone

Fax

**Roseburg Urban Sanitary Authority
PAYMENT BOND**

Bond No.: _____
Solicitation: _____
Project Name: Office Remodel _____

_____ (Surety#1) Bond Amount No. 1: \$ _____

_____ (Surety #2) *Bond Amount No. 2: \$ _____

**If using multiple sureties*

Total Penal Sum of Bond \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents to pay to the Roseburg Urban Sanitary Authority the sum of (Total Penal Sum of Bond)

(Provided that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Roseburg Urban Sanitary Authority, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of Contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided by the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Roseburg Urban Sanitary Authority and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contribution due according to workers compensation requirements and the State Unemployment compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or

prosecuted against Roseburg Urban Sanitary Authority on account of any labor or materials furnished; and do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Roseburg Urban Sanitary Authority be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279A, 279B and 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2023.

PRINCIPAL: _____

By: _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

PUBLIC WORKS BOND FILING CERTIFICATION

Pursuant to ORS 279C.800 to 279C.870, I, undersigned contractor, do hereby certify that, prior to beginning work on the Project for which I have been awarded the bid by the Roseburg Urban Sanitary Authority:

1. I have filed with the Construction Contractors Board (“Board”), a Public Works Bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon. **Yes** **No (Check one)**

2. I have elected not to file a Public Works Bond with the Board because I am a disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055. I have provided the Board written verification of such certification and written notification of my election not to file the Public Works Bond. I understand that my election not to file the Public Works Bond will expire one year from the date it was filed and that a claim for unpaid wages may be filed against the payment bond I submitted on the Project. **Yes** **No (Check one)**

3. I have verified any subcontractor involved in the Project has, prior to beginning any work on this Project, either filed the Public Works Bond with the Board or has elected not to file the Public Works Bond because the subcontractor is a disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055. **Yes** **No (Check one)**

(a) I have verified that any subcontractor involved in this Project that has elected not to file the Public Works Bond has provided the Board written verification of its certification under ORS 200.055 and written notification of its election not to file the Public Works Bond. **Yes** **No (Check one)**

I understand the Public Works Bond described above is in addition to any other bond that I am required to provide, or that may be required by a subcontractor, for this Project.

Project Name: Office Remodel _____

Project Number: N/A _____

Contractor’s Printed Name: _____

Contractor’s Signature: _____

Dated:

**BUREAU OF LABOR AND INDUSTRIES
PREVAILING WAGE RATES
FOR
PUBLIC WORKS CONTRACTS IN OREGON**

Prevailing Wage Rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of all public works, unless specifically exempted by state law. Effective May 15, 2006, the Bureau of Labor and Industries (BOLI) deleted the requirement that the applicable Prevailing Wage Rates be physically included in all bid specifications and contracts for projects subject to the Prevailing Wage Rate law. Instead of including the entire Prevailing Wage Rate publication in the bid specifications and contract, public entities must now simply make reference to the specific prevailing wage rate publication where the prevailing wage rates are found *or* provide a link to the specific prevailing wage rate publication where the prevailing wage rates are found.

In January and July of each year, the Commissioner of the Bureau of Labor and Industries publishes the Prevailing Wage Rates that are required to be paid to workers on public works contracts in the state of Oregon. Quarterly updates are published in April and October of each year. Oregon Bureau of Labor and Industries Prevailing Wage Rates applicable to the subject project/contract are available on BOLI's website at www.oregon.gov/boli/. The prevailing wages to be applied throughout the duration of this project are those in effect for BOLI Prevailing Wage Rate Region 6, (Douglas County Oregon), upon the date the project is first advertised.

For specific information or questions regarding the Prevailing Wage Rate Law, you may log on to the above referenced website or contact the nearest Oregon Bureau of Labor and Industries office listed below.

BOLI Office Locations

Eugene	1400 Executive Parkway, Eugene, OR 97401	541/686-7623
Medford	700 E. Main, Suite 105, Medford, OR 97504	541/776-6270
Portland	800 NE Oregon St., #32, Portland, OR 97232	503/731-4074
Salem	3865 Wolverine St. NE, Bldg. E-1, Salem, OR 97305	503/378-3292

THIS PROJECT IS SUBJECT TO THE PREVAILING WAGE RATES EFFECTIVE
January 5, 2023
and the
AMENDMENTS PUBLISHED PRIOR TO THE BID DATE

