

CITY OF SILVERTON, OREGON



PROJECT MANUAL
FOR
WWTP PRIMARY SLUDGE PUMP STATION
JUNE 2024

VOLUME 1 OF 3

PROJECT MANUAL
FOR
WWTP PRIMARY SLUDGE PUMP STATION

JUNE 2024

Procurement and Contract Documents

**SECTION 1
INVITATION TO BID**

I. INVITATION TO BID

The City of Silverton (City) is soliciting bids for the replacement of the primary sludge pump station at its Wastewater Treatment Plant (WWTP). The Contractor shall complete the work as specified in the accompanying Contract Documents for the Project. The Project generally consists of the following:

1. Construction of a new slab-on-grade, concrete masonry unit building to serve as the new primary sludge pump station.
2. Construction of buried piping with connections to existing piping systems.
3. Installation of two horizontal recessed impeller pumps with accompanying valves, appurtenances, and controls to form a complete, operational primary sludge pumping system.
4. Demolition of the existing primary sludge pump station following the successful testing, start-up, and commissioning of the new primary sludge pump station.
5. Construction of a new drainage pump station and stormwater inlet.
6. Grading and surface restoration near the new and existing primary sludge pump stations.
7. Pavement grinding and replacement.
8. Coordination with City staff to maintain primary sludge pumping capabilities in operation throughout the project.

II. SCHEDULE

Documents Available	Monday, July 8, 2024
Pre-Bid Meeting	Wednesday, July 17, 2024 at 10 AM
Bids Due	Thursday, August 8, 2024 at 2 PM
Anticipated Notice Proceed	Wednesday, August 21, 2024
Project Completion	June 15, 2025

NOTE: The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties via the City's website silverton.or.us.

III. CONTRACTOR RESPONSIBILITIES AND DUTIES

All Bidders must be qualified and licensed to provide the goods and construction services requested in this document. Bidders shall have provided products and services similar to those listed in Scope of Work section for commercial and/or municipal customers. Bidders are required to submit documentation as outlined in this document, related to their ability to provide quality products and services as listed in this document.

IV. BID REQUIREMENTS AND SELECTION PROCESS

Mandatory Site Visit

There will not be a mandatory site visit for this project; however, bidders are encouraged to attend a scheduled site visit on July 17, 2024 at 10 AM at the Silverton Wastewater Plant at 400 Schemmel Lane, Silverton, OR 97381 with the Project Manager to become familiar with the project and location. Statements made by the City representatives at the site visit are not binding upon the City unless confirmed by written addendum.

Pre-Submission Questions

All questions related to the project must be directed to the Project Manager no later than July 23, 2024 at 2:00 p.m. Questions must be submitted via e-mail to bjensen@silverton.or.us.

Contact with City Staff

The City’s Project Manager is Brad Jensen and may be contacted at bjensen@silverton.or.us, or 503-873-5439. Communicating with other City staff or authority for information other than the Project Manager or assigned designee may result in disqualification of bid.

Addenda

Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered suppliers. Bidders should consult the City of Silverton website, www.silverton.or.us, regularly until closing to avoid missing any Addenda.

Bid Withdrawal

Any bid may be withdrawn at any time before the “Bids Due” date and time specified in the Schedule, by providing written request for the withdrawal of the bid to the City. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a bid will not prejudice the right of the Bidder to file a new bid.

Bid Content Requirements

Bids must be sealed and identified per the “Bid Submission” requirements. Please list any bid content requirements i.e. list of previous jobs, cover letter, using an attached bid form, etc.

Bid Submission

Bids shall be delivered by mail (prior to bid closing date and time) or hand carried. Silverton WWTP is open 8 AM – 4 PM Monday through Friday. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

Bids for PW PN23-1078, WWTP Primary Sludge Pump Station
City of Silverton WWTP
400 Schemmel Lane
Silverton, OR 97381

The City shall not be responsible for the proper handling of any proposal not properly identified, marked and submitted in a timely manner. Proposals received after the date/time for Closing will not be considered for award.

The City will do the bid opening at the Silverton Wastewater Treatment Plant on August 8, 2024 at 2:00 PM located at 400 Schemmel Lane, Silverton, OR 97381.

V. GENERAL INFORMATION

Public Records

This bid will be made a part of a file open to public inspection. If a bid contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Nondisclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law. The above restriction may not include cost or price information, which must be open to public inspection.

Identifying the bid in whole as a trade secret is not acceptable. Failure to identify a portion of the bid as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

Reimbursement

All costs for bids and interviews to secure this project are the Bidder's responsibility.

Contract Award

The City will award a contract to the Bidder whose bid would be most advantageous to the City. The selected Bidder will be required to assume responsibility for all services outlined in the ITB, whether the Bidder or a representative of the Bidder produces them. The City considers the selected Bidder responsible for any and all contractual matters. The successful Bidder shall be required to execute a Public Works Contract, an example of which is included in the bid documents.

VI. SCOPE OF WORK

Project Completion Date

The project must be completed no later than June 1, 2025, unless otherwise agreed upon, in writing, by the City and the Successful Bidder.

Examination of Contract Documents and Project Site

Project Site is located at the Wastewater Treatment Plant, 400 Schemmel Lane, Silverton, Oregon, 97381.

Each Bidder is solely responsible for thorough review of the Invitation to Bid documents and the examination of the Project Site prior to submittal of bid. Documents are available for download on the City of Silverton website, www.silverton.or.us, or for viewing by appointment only by contacting the City's Project Manager at 503-873-5439.

City obligations under this contract include:

1. Modifying WWTP operations for short durations (less than 8 hours) to allow Contractor to make tie-ins to existing piping systems.
2. Opening and closing of Wastewater Treatment Plant gate for access to site. Contractor will have to work during normal City operating hours of 8 AM – 4:30 PM.
3. Providing access and area for staging material and equipment at the WWTP.
4. Providing use of existing power outlets at WWTP for Contractor's use without charge.

Contractor Project Scope:

1. Construct a new slab-on-grade, concrete masonry unit building to serve as the new primary sludge pump station.
2. Construct buried piping with connections to existing piping systems.
3. Install two horizontal recessed impeller pumps with accompanying valves, appurtenances, and controls to form a complete, operational primary sludge pumping system.
4. Provide commissioning of new equipment and operational training to City operators

5. Demolish the existing primary sludge pump station following the successful testing, start-up, and commissioning of the new primary sludge pump station.
6. Construct a new drainage pump station and stormwater inlet.
7. Grade and restore surface near the new and existing primary sludge pump station.
8. Grind existing pavement and place pavement overlay.
9. Coordinate with City staff to maintain primary sludge pumping capabilities in operation throughout the project.

Warranty:

Successful Bidder shall warranty Work to be free from defects due to poor craftsmanship or materials for a minimum of one (1) year. All warranty work will be provided without transportation charges. Warranty period begins after project goods are accepted by the City.

Bonds and Insurance

The Bidder shall furnish performance and payment bonds, each in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance and payment of all Bidder obligations. These bonds shall remain In effect at least one year after the date when final payment is due.

The Bidder shall deliver to the City certificates of insurance as specified in Section 7. The City including respective agents, officers and employees shall be named additional insured.

Qualifications

Bidder shall furnish information on their qualifications to perform the Work according to the requirements of Section 3.

SECTION 2
INSTRUCTIONS TO BIDDERS

2.1 BIDDER'S QUALIFICATIONS:

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Oregon Construction Contractors Board.

The Contractor shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally, the Contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830, **and submit it to the City for proof of Bonding.**

2.2 EXAMINATION OF THE CONTRACT DOCUMENTS AND WORK SITE:

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof. Bidders will be able to visit the work site during the mandatory pre-bid meeting. Refer to Section 1 for the date, time, and location of the mandatory pre-bid meeting.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, plans, addenda (if any), any tests and/or reports, and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Documents.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager, listed in the Invitation to Bid, in writing. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.3 CONTRACTOR'S RESPONSIBILITY:

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work.

The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor to complete the work under this contract.

2.4 LAWS AND REGULATIONS:

The bidder is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder shall discover any provision in these specifications, plans or contract documents which is contrary to or inconsistent with any law or regulations, he or she shall report it to the City in writing.

2.5 WAGE RATES:

The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and such workers shall be paid not less than the specified minimum hourly rate of wage as set forth in the latest applicable edition of the Prevailing Wage Rates for Public Works in accordance with ORS 279C.838 and 279C.840.

2.6 CONTRACT TIMES:

The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

2.7 LIQUIDATED DAMAGES:

Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

2.8 BID SECURITY:

Bid security shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Silverton for an amount equal to no less than ten (10) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon, and said bonds shall be in all respects satisfactory and acceptable to ORS 279.C.365(5).

2.9 PREPARATION OF BIDS:

Bidders must submit their proposals on the Bid Form attached hereto. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern.

Alternative bids will not be considered unless specifically called for. Bids must be mailed or hand delivered to the Silverton Wastewater Treatment Plant (400 Schemmel Lane, Silverton, OR 97381).

Each bidder represents that their bid is based upon the specific material installation and equipment requirements, described in the Bidding Documents.

No substitutions will be considered unless written request has been submitted to the Project Manager for approval at least seven days prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements of the Specifications.

Accepted substitutes will be listed in addenda mailed or delivered to each person or firm recorded by the Project Manager as having received the Bidding Documents and will be available for inspection at the City of Silverton Wastewater Treatment Plant; 400 Schemmel Lane; Silverton, OR 97381.

2.10 SPECIFICATION LIMITING COMPETITION:

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to Brad Jensen, City Project Manager, at bjensen@silverton.or.us.

Such comments shall be submitted **no later than 3 days before the bid date**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the Project Manager.

2.11 PROTEST OF AWARD.

The Notice of Intent to Award by the City of Silverton shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Project Manager within three (3) working days of issuing the Notice of Intent to Award. If a protest is timely filed, the Notice of Intent to Award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The Notice of Intent to Award and any written decision denying protest shall be sent to every bidder who provided an address.

2.12 RIGHT TO PROTEST.

Any actual bidder who is adversely affected or aggrieved by the City's Notice of Intent to Award to another bidder on the same solicitation shall have three (3) working days after Notice of Intent to Award to submit to the City Project Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

2.13 SUBMISSION OF BIDS:

Bids must be submitted at the time and location shown on the Invitation to Bid to the City of Silverton Wastewater Treatment Plant (400 Schemmel Lane, Silverton, OR 97381). All forms required to be submitted are provided.

2.14 BASIS OF BID:

Bidders shall submit a Bid on a lump sum or unit price basis for each item of work listed in the Schedule of Values in the Bid Form.

2.15 SUBCONTRACTORS:

When the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about first-tier subcontractors who will furnish labor or labor and materials (see ORS 279C.370).

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid. The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. See the form provided in Section 3.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City to be a nonresponsive bid and may not award the contract to the contractor. The City is not required to determine the accuracy or the completeness of the subcontractor disclosure.

2.16 RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Invitation to Bid. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not properly addressed and identified.

2.17 WITHDRAWAL OF BIDS:

A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids.

If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

2.18 PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person, electronically, or by representative.

2.19 BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

2.20 AWARD OF CONTRACT:

The contract will be awarded as soon as practicable to the lowest responsive, responsible bidder, price and other factors considered, provided the bid is reasonable and it is to the interest of the City. Award will be made to one bidder and one bidder only.

Contractor or individuals awarded a contract shall provide the City with a correct Department of the Treasury Internal Revenue Service Tax Identification Number (TIN). In the event that the TIN is incorrect or inconsistent with the Contractor's name as described in this contract, the City may withhold taxes as required by law, or cancel or suspend further services under this contract, at the City's option, until the discrepancy is corrected.

The acceptance of a bid shall bind the successful bidder to execute the contract.

2.21 REJECTION OF BIDS:

The City reserves the right to reject any and all bids. Bids may be rejected if they show any alteration of form, admissions not called for, conditions or alternate bids, irregularities of any kind, or that they contain a clause in which the bidder reserves the right to accept or reject a contract

awarded to him except as herein provided, or if they do not comply with prescribed public contracting procedures and requirements including the requirement to demonstrate the bidders responsibility under ORS 279C.375(3)(b). Bids in which the prices are obviously unbalanced maybe rejected.

The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City.

2.22 SURETY BOND:

To guarantee the faithful performance of the contract, the successful bidder will be required to furnish a performance bond and a payment bond in an amount equal to the full amount of the contract as amended. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon, and said bonds shall be in all respects satisfactory and acceptable to ORS 279C.380.

2.23 EXECUTION OF THE CONTRACT:

The successful bidder shall within ten calendar days from the date of receiving from the City the contract prepared and ready for execution, furnish the City the corporate surety bonds specified herein and enter into contract with the City. If the successful bidder fails to comply with any of the requirements herein, the City may, at its option, determine that the bidder has abandoned the contract and there upon the security accompanying this proposal shall be forfeited and the same shall become the property of the City.

2.24 ENVIRONMENTAL AND NATURAL RESOURCES LAWS

In compliance with ORS 279C.525, lists of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract are listed in the 2021 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.

**SECTION 3
BID FORM**

Submitted by: _____

Address: _____

Date: _____ Phone number: _____

Federal Tax I.D. Number or Social Security Number _____

The undersigned, as a bidder, declares that he has carefully examined the location of the worksites, that he is aware of the general nature of the work, that he has examined the General and Supplemental Conditions, Special Provisions, Supplemental Special Provisions, Plans and Drawings, read the Instructions to Bidders, read and understood any reports, tests, or addenda that accompany this bid, and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **WWTP Primary Sludge Pump Station** in accordance with the said Specifications herein for the bid prices set forth in the Schedule of Values Form attached hereto and forming a part of this proposal.

The Bidder hereby acknowledges the receipt of the following addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____

This proposal is accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the total bid.

The Bidder, by his signature below, certifies that he is qualified to perform the work and hereby represents as follows:

- A. That no Councilor, officer, agency or employee of the City of Silverton is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.
- B. That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- C. That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.
- D. In the event the Bidder is awarded the contract and shall fail to complete the work within the

time frame specified, including extensions granted, liquidated damages and engineering expenses shall be paid to the City as outlined in section 00180.85 of the Supplemental Conditions for each day of delay in the completion of the work.

- E. Contractor shall not perform any work under this contract until all bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- F. I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- G. Upon receiving notice to proceed from the City, the Contractor shall meet with the City assigned Project Manager for a preconstruction conference at a time mutually agreed upon. At this conference the Contractor shall furnish the Project Manager with a proposed schedule of work, as well as any other required submittals.
- H. Contractor shall not perform any work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- I. I, the undersigned, certify that the Bidder holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- J. I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the Agreement.
- K. I, the undersigned, certify that the Bidder qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- L. I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Silverton.
- M. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- N. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
 - “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial,

non-competitive levels; and

- “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Specific Bidder Instructions

- A. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 -279C.870 relating to workers on public works to be paid not less than prevailing rate of wage (BOLI) shall be included in the Agreement, the undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840.
- B. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
- C. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to the City’s discovery of a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
- D. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder’s registration number is stated below. Bidder understands that failure to have a current CCB license shall result in rejection of this bid in accordance with OAR 137-049-0230(1).
- E. The undersigned bidder is licensed by the State Landscape Contractors Board, if applicable, the license is current and valid, and the bidder’s registration number is stated below. Bidder understands that failure to have a current LCB license shall result in rejection of this bid.
- F. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the check boxes below.

Contractor shall check applicable box:

Resident Bidder, as defined in ORS 279A.120

Non-Resident Bidder, Resident State: _____

- G. The undersigned confirms that the Bidder has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract in accordance with OAR 13 -049-02.001 (c)(B). The undersigned represents him/her self in this bid to have a drug testing program in place at the time of bid by completing the check box below.

Contractor shall check if in compliance:

Drug Testing Requirement, as defined in ORS 279C.505

H. If the contract is for a public works project, subject to ORS 279C.800, 279C.870 and, **no bid will be received or considered by the public contracting agency unless the box below is checked, certifying that the Bidder complies with the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq.**

Contractor shall check if in compliance:

[] The Bidder certifies that the provisions of ORS 279C.800 through ORS279C.870.

- I. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this contract.
- J. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. Whether a Bidder is responsible will be determined by ORS 279C.375 and the City's review following the requirements laid out in Section 2.20 of the Instructions to Bidders, and that the Bidder has supplied all the required attachments listed in the "Attachments to this Bid" section listed on page 6 of the Bid Form.
- K. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

The Bidder further proposes to accept the following amount as full payment for the work proposed herein to complete the project and agrees that the price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The total amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

If the Bidder is awarded a Contract on this proposal, the surety who will provide the Performance Bond will be _____ whose address is _____

SCHEDULE OF VALUES FORM

BID SCHEDULE – WWTP Primary Sludge Pump Station, PN23-1078

ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1. Primary Sludge Pump Station including all work shown in Volumes 1, 2 and 3 of the project documents except for the asphalt grind and overlay	1	LS	\$ _____	\$ _____
2. Asphalt Grind and Overlay	1045	SY	\$ _____	\$ _____
BID TOTAL				\$ _____

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BID AMOUNT (Written): _____

Contractor's Name: _____

Contact Name: _____

Contact Signature: _____

Telephone Number: _____

Contractor Contact E-mail Address: _____

ATTACHMENTS TO THIS BID FORM

The following documents are submitted with and made a condition of this Bid:

- A. Bid Security
- B. Construction Contractor's Registration
- C. First-Tier Subcontractor Disclosure Form
- D. Affidavit of Noncollusion (completed and notarized)
- E. Employee Drug Testing Program (required under ORS 279C.505(2))
- F. Certification of Non-Discrimination (required under ORS 279A.110(3))
- G. Bidder Qualifications

CONSTRUCTION CONTRACTOR'S REGISTRATION

No bids for construction contracts shall be received or considered by the Agency unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530. The undersigned states that the bidder is now registered with the Oregon Construction Contractors Board.

Indicate Registration Number and Expiration Date: _____

Workers' Comp Insurance Company: _____

Workers' Comp Policy/Binder Number: _____

The names of the principal officers of the corporation submitting this proposal; or of the partnership; or of all persons interested in this proposal as principals; are as follows:

Name	Title
------	-------

Name	Title
------	-------

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2024.

Name of Firm

Signature of Bidder

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 2024.

Name of Corporation

By

Title

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM FOR THE
WWTP PRIMARY SLUDGE PUMP STATION**

BID OPENING: Date: August 8, 2024

Time: 2:00 PM

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

INSTRUCTIONS:

This form must be submitted at the location specified in the Instructions to Bidders on the advertised bid closing date, and within two working hours after the advertised bid closing time (ORS 279C.370).

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor list **MUST** be submitted within two (2) hours of the bid closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

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

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.] or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder): _____

Bidder Signature: _____ Phone # _____

**AFFIDAVIT OF NONCOLLUSION
(for Standard Public Improvement Contracts)**

TO: City of Silverton

PROJECT NAME: WWTP Primary Sludge Pump Station

KNOW ALL PERSONS BY THESE PRESENTS, that _____
Name of Contractor

as a Bidder on the above-named public improvement project, does hereby certify that no officer, agent, or employee of the State, County, or City who has a pecuniary interest in the Bid has participated in the Contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

IN WITNESS WHEREOF, the undersigned has duly authorized the execution of this document by the name and signature indicated below. If Contractor is an entity (Inc., LLC, LLP, Co., etc) or principal, their representative, by signing below, certifies that such representative is authorized by the entity or principal to execute this document.

Dated this _____ day of _____, 2024.

Signature

Title

STATE OF OREGON }
} ss
COUNTY OF _____ }

Personally appeared before me this _____ day of _____, 2024, and has acknowledged the foregoing instrument to be his or her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My Commission expires: _____

**EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION
(for Standard Public Improvement Contracts)**

TO: City of Silverton, a Municipal Corporation in the State of Oregon

PROJECT NAME: WWTP Primary Sludge Pump Station

In accordance with ORS 279C.505(2), as a Bidder on the above-named public improvement project, does hereby certify to the City that the Bidder has an employee drug testing program in place in accordance with Oregon Law at the time of submitting its Bid, and that such employee drug testing program will be maintained in accordance with Oregon Law throughout the duration of the Contract, including any extensions.

Name of Contractor

Signature

Title

Date

**CERTIFICATION OF NON-DISCRIMINATION
(for Standard Public Improvement Contracts)**

TO: City of Silverton, a Municipal Corporation in the State of Oregon

PROJECT NAME: WWTP Primary Sludge Pump Station

In accordance with ORS 279A.110(4) and OAR 137-049-0440(3), as a Bidder on the above- named public improvement project, does hereby certify that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service- disabled veteran owns or an emerging small business in obtaining or awarding of Subcontracts for this project.

Name of Contractor

Signature

Title

Date

BIDDER QUALIFICATIONS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information.

Submitted to: City of Silverton

Project Title: City of Silverton WWTP Primary Sludge Pump Station

Proposer's Name: _____

Proposer's Principal Office serving this project : _____

(Include Company Name and address along with the name of the contact person with telephone number and e-mail address)

Profile of Bidder:

Give corporate history of the company including organizational structure, years in business and evidence of authority to do business in Oregon.

Provide annual workload for each of the last five (5) years; number of projects and total dollar value.

List projects for which the company is currently committed including name & location of each project, time frame to complete & dollar volume of each project.

Attach letter from Surety Company or its agent licensed to do business in Oregon verifying proposer's capability of providing adequate performance and payment bonds for this project.

Litigation/Claims. If yes to any of the questions below, list the project(s), dollar value, contact information for owner and designer and provide a full explanation with relevant documentation.

Has your company ever failed to complete work awarded to it? ___Yes ___No

Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the original contracted, scheduled completion date)? ___Yes ___No

Has your company been involved in any suits or arbitration within the last five years? ___Yes ___No

Are there currently any judgments, claims, arbitration proceedings or suits pending or outstanding against your company, its officers, owners, or agents? ___Yes ___No

Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ___Yes ___No

Has your present company, its officers, owners, or agents ever been barred from bidding public work in Oregon? ___Yes ___No

Project Experience

A) List five projects of similar size, scope and complexity performed by the Bidder. Projects must be water treatment or wastewater treatment plant upgrades.

B) For each of the five projects, include specific project details, including general scope of work, final construction cost, and construction schedule.

For each of the projects listed above, attach project owner references including the name, address, telephone and fax numbers, and e-mail address of the project owner representative.

Key Personnel

A) List of key personnel who will be assigned to the project.

B) For each person listed above, indicate their primary project roles and duties.

C) For each person listed in response to A & B above, list their experience with firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location.

D) Attach project organizational chart indicating the placement of each of the persons listed in response to A & B above.

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**SECTION 4
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Contractor)
as Principal, hereinafter called the Principal, and _____
(Name of Surety)
a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and
jointly and severally held and bound unto _____
(Name of Obligee)
as Obligee, hereinafter called the Obligee, in the sum of _____ Dollars

(Written Value)

(\$ _____), for the payment of which sum well and truly to be made, the said
Principal and the said Surety, bid ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such
bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient
surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2024.

Principal: _____

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

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**SECTION 5
AGREEMENT**

WWTP PRIMARY SLUDGE PUMP STATION

This Agreement is entered into by and between the City of Silverton, hereinafter referred to as the “City”, and _____, hereinafter called the “Contractor”, to provide the services described in the Invitation to Bid for the **WWTP Primary Sludge Pump Station, SILVERTON, OREGON**, which by this reference is hereby made part of this Agreement. The following provisions shall comprise this Agreement:

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes construction of a new primary sludge pump station and demolition of the existing primary sludge pump station at the Silverton Wastewater Treatment Plant.

5.1 CONTRACT TIMES:

The Work will be substantially completed on or before **May 1, 2025**, and completed and ready for final payment on or before **June 15, 2025**.

The anticipated issuance date of the Notice to Proceed is the 21st of August, 2024.

5.2 LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in 5.1 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- **Substantial Completion:** Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 5.1 above for Substantial Completion until the Work is substantially complete.
- **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not cumulative and will not be imposed concurrently.

5.3 COMPENSATION:

The City agrees to compensate the Contractor on a fee-for-services basis as outlined in these Documents. This agreement covers the period listed above. Work shall be performed in accordance with an approved schedule provided to the City by the Contractor as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent City contract and/or purchase order numbers. All invoices shall be consistent with the bid amount accepted by the City and shall reflect any savings or reductions provided for in the bid amount. The City will retain **5%** from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract is found under subsection 5.11 Contract Price.

The Contractor is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
2. This contract is not intended to entitle the Contractor to any benefits generally granted to City employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
3. The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the Contractor has the assistance of other persons in the performance of this contract, the Contractor shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

The Contractor, if an individual, certifies that he or she is not a program, City, or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

5.4 SERVICES TO BE PROVIDED:

The Contractor shall provide all materials and services required for the Project; as set forth in the Contract Documents, and the documents it references.

5.5 CONTRACTOR OBLIGATIONS

This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated therefore.

1. The Contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing, or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359 are hereby incorporated into these Specifications. A reference to the Prevailing Wage Rates is attached to this Contract in **Section 8**. When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.
2. The Contractor shall indemnify, save harmless and defend the City, its officers, councilors, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees and agents.
3. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall maintain valid all required licenses and certificates required by law.
4. If the Contractor fails to pay for labor and services, the City can pay for them and withhold those amounts from payment to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
5. The Contractor must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
6. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from workers wages. ORS 279C.530; OAR 839-025-0020(2)(d)

7. The Contractor must submit a Public Work Contract Fee form (WH-39) and pay a prevailing wage rate fee to BOLI. ORS 279C-830 (2); OAR 839-025-0020(2)(e)
8. The Contractor must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C3830 (1)(c); OAR 839-025- 0020(3)
9. The Contractor must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)
10. The Contractor shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).

Contractor warrants all installed materials or systems to be free from design, material or construction defects and the systems shall perform to the City's satisfaction for two years from the date the City accepts the work. Contractor warrants that the renovation work shall be performed consistent with professional standards found to be prevalent in the State of Oregon.

5.6 INSURANCE COVERAGES:

Required Insurance Coverages are found in Section 00170.70 of the General Conditions.

5.7 SUBCONTRACTS:

The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

5.8 TERMINATION OF CONTRACT:

The City may terminate the whole or any part of this contract in any one of the following circumstances.

1. The City may terminate this Agreement if sufficient funds are not appropriated for the completion of this project.
2. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
3. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
4. In the event the City terminates this contract in whole, or in part, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
5. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freightembargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
6. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
7. As used in paragraph (5) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

5.9 PERFORMANCE AND PAYMENT BOND

The Contractor will be required to file with the City Performance and Labor and Material Payment bonds in the full amount of the contract price at the time of execution of the contract. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond, which it covers. The forms for the Performance and Labor and Material Payment bonds are in the bid documents.

5.10 WARRANTY BOND

At the completion of the project and prior to received final acceptance by the City, the Contractor shall provide the City with a Warranty Bond in the amount of 15% of the contract amount, which covers any defects in either materials or workmanship, for a period of one year from the date of acceptance. AIA forms will be used for the Warranty Bond.

5.11 CONTRACT PRICE:

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

ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1. Primary Sludge Pump Station including all work shown in Volumes 1, 2 and 3 of the project documents except for the asphalt grind and overlay	1	LS	\$ _____	\$ _____
2. Asphalt Grind and Overlay	1045	SY	\$ _____	\$ _____
BID TOTAL				\$ _____

5.12 PAYMENT PROCEDURES:

Payment procedures are defined in section 00195 of the Supplemental Conditions.

5.13 INTEREST:

All amounts not paid when due shall be subject to terms listed on invoice.

5.14 TERMINATIONS AND AMENDMENTS:

This contract and any amendments thereto will not be effective until approved in writing by the City of Silverton.

This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

In the event of litigation arising out of or relating to this Agreement, the prevailing party in such suit or action shall be entitled to recover its reasonable attorney fees as may be awarded by the court in which such suit or action is tried, heard or decided, and on any appeal therefrom.

5.15 SIGNATURES:

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

CONTRACTOR

CITY OF SILVERTON

Authorized Signature Date

Cory Misley, City Manager

Printed Name and Title

Date

Telephone/Fax Number

Federal Tax I.D. Number

CCB Number

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SECTION 6
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

As PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum of _____ (dollars) (\$) _____
for the payment of which we jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, _____ (Contractor)

the PRINCIPAL herein, on the _____ day of _____, 2024 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid"; the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions set forth in said contract documents; and to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said contract documents; and to do and perform all things in said contract documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall commencing with the date hereof and continuing for one year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said contract undertaken, and as by law, state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

(a) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(b) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things by him undertaken to be performed under said contract upon the terms proposed therein and shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incidental to sickness or injury to the employees of such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL by the laws of this state.

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

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in _____
_____, this _____ day of _____, 2024.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

As PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum _____(dollars) (\$)_____ for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, _____ (Contractor)

the PRINCIPAL herein, on the _____ day of _____, 2024 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid"; the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen’s compensation board or equivalent, the collector of internal revenue, the unemployment compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and sums due for workmen's compensation insurance or equivalent, social security and unemployment compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on or about said work then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

(a) All material men, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted 'in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(c) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

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

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in _____
_____, this _____ day of _____, 2024.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.

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SECTION 7
CERTIFICATE OF INSURANCE

Contractor to provide Certificate of Insurance as required by Section 00170.70 of the Supplemental Conditions (SECTION 9).

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SECTION 8 PREVAILING WAGE RATES (BOLI)

WWTP PRIMARY SLUDGE PUMP STATION

PREVAILING WAGES

This Public Works Project is subject to the applicable prevailing wage rates. If a contractor fails to pay for labor and services, the City can withhold these amounts from payments due the contractor.

The latest Prevailing Wages applicable to this project can found electronically at:
<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

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SECTION 9
SUPPLEMENTAL CONDITIONS

This project uses the ODOT/APWA Oregon Standard Specifications for Construction (OSSC) 2021 project manual. In the event any discrepancies are found regarding procurement instructions and/or requirements given in Sections 1 through 6 of this bidding package and Part 00100 General Conditions of the OSSC 2021, Sections 1 through 6 of this bidding package shall govern.

Modifications from the OSSC 2021 project manual are listed in these supplemental conditions. If there are no modifications listed then the Contractor will comply with the section as written in the OSSC 2021 Project Manual.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.70 Insurance – Add the following information on required insurance limits:

- Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess/Umbrella Coverage - \$4,000,000
- Automobile Liability - \$1,000,000 combined single limit

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.12(d) Steel Materials Pay Item Selection - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program.

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