



# CITY OF CANNON BEACH

## WATER RESILIENCY PHASE 1 – SEISMIC IMPROVEMENTS

### ADDENDUM TO ITB - 1

DATE: November 2, 2023

TO: Potential Bidders

The following change is hereby added to and made part of ITB for the Water Resiliency Phase 1: Seismic Improvements Project.

Questions, Answers, Clarifications and Revisions: The following is based on questions received and questions and discussions during the Mandatory Pre-Bid Meeting on Tuesday, October 31, 2023.

1. Q. Bid Documents: It appears that pages are missing from the “Bidder’s Certifications” section, “Bidders Responsibility Form.” “Public Improvements Contract.” and from the “First Tier Subcontractor Disclosure Form.”

**Response: Clarification 1 was transmitted on November 1 to all attendees of the Mandatory Pre-bid meeting. This Clarification included a new Bidders package with Sections 00 41 00 through 00 41 80 for submission. In addition, the Public Improvements Contract sample (00 41 80) should not be submitted with the contractor’s bid.**

2. Q. Can you please provide a digital copy of the Geotechnical report as noted in Specification Section 003100, Part 1.01 Existing Conditions?

**Response: Clarification 1 was transmitted on November 1 to all attendees of the Mandatory Pre-bid meeting. This Clarification included a hotlink on the City’s website for accessing the Pali Geotechnical report.**

3. Q. Per Specification Section 011000 Summary, Part 1.05 Work Sequence, Item D, will the city be draining the reservoir for the work to take place? Does water service need to be re-established after each working shift, or can the water service remain offline over a period of days in order to complete the work?

**Response: In Section 01 10 00, Paragraph 1.05 Work Sequence *Delete Paragraph B, C and D* and replace them with the following:**

**B. The city is responsible for draining the reservoirs (North and South). Draining will occur over a 48-hour period. The Contractor shall schedule this work with the City and shall be performed Monday – Thursday. The City will only drain each reservoir one time.**

**1. Installation of a temporary bypass at the south reservoir will not be required. If the contractor elects to install a temporary bypass, a design shall be provided for review and approval by the Engineer.**

**2. Draining of the South reservoir will require 48 hours. Night work will not be required. Every effort should be made to accomplish the tie in and installation of the valves during one shutdown period. The City may allow additional time for outage to the reservoirs but this will need to be approved by the City.**

4. Q. Can the timing for questions be extended – currently requests etc. are due November 2, 2023.

**Response: The date for questions has been extended to November 17, 2023 at 5 pm PT. Responses and/or an addendum will be provided by November 23, 2023. Bid opening is scheduled for November 29, 2023 at 2 pm PT. A revised Section 00 01 20 Schedule (Page 1) will be transmitted separately on Friday, November 3, 2023 and supersedes the original document.**

5. Q. If any costs are incurred by Nuveen/Lewis & Clark Timber for access through their gate or road to the South Reservoir, will those costs be covered by the Owner?

**Response: This response is included in Clarification 1**

6. Q. Can you provide the name and contact information for the SCADA integrator that installed and/or programmed the existing systems on site? If not, can the original programming files, system as-builts, and access permissions be provided for another integrator to take over?

**Response: The Engineer is still researching the specific system programming needs. This information will be provided in Addendum 2.**

7. Q. Is the Incursion alarm work at the main reservoir still required?

**Response: The summary of work is described in Section 01 10 00. The only work occurring at the main reservoir is grading. No electrical or instrumentation and controls work will occur at the main reservoir.**

8. Q. During the site visit it appears that there are inputs in the existing Mission panel but no output contacts at the public works shop. Will outputs need to be added?

**Response: There are three (3) output blocks in the Mission panel at the public works building. There are output blocks in the Mission panels at the North and South**

**reservoirs. No additional components will be required to be installed in the existing Mission units.**

9. Q. Are RTU's located on each site?

**Response: Yes, there are existing RTU's located at each site.**

10. Q. There is an existing power panel and an existing controller at the north reservoir. Are new power panel and controller installations necessary?

**Response: The existing power panel and controller panel at the north reservoir are too small to accommodate the required hardware. New installations shall be as described in the contract documents.**

11. There will be change in the design of the actuated valve installations; this information shall be detailed in Addendum 2. This will result in:

- a Removal of one actuated valve (12") on the inlet line for the South reservoir
- b Removal of one actuated valve (12") on the inlet line and the addition of one 12" check valve on the inlet line of the north reservoir
- c Clarification of conduit installations

[End of Questions]

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Karen La Bonte  
Public Works Director

**SECTION 00 01 20  
SCHEDULES AND CHECKLIST  
ADDENDUM #1**

<b>ITEMS</b>	<b>DATE</b>
SUBMITTAL AND REVIEW BY BUSINESS OREGON	FRIDAY JULY 14, 2023
INVITATION TO BID (ITB) ISSUED	<b>FRIDAY OCTOBER 13, 2023</b>
<b>MANDATORY PRE-BID MEETING</b>	<b>TUESDAY OCTOBER 31, 2023 10:00 AM</b>
REQUEST DEADLINE FOR: SUBSTITUTION, CLARIFICATION, OR CHANGE AND SOLICITATION PROTEST DEADLINE	FRIDAY NOVEMBER 17, 2023
LAST ADDENDA ISSUED	THURSDAY NOVEMBER 23, 2023
<b>BIDS DUE/ BID OPENING</b>	<b>WEDNESDAY NOVEMBER 29, 2023 2:00 PM</b>
<b>FIRST-TIER SUBCONTRACTOR DISCLOSURE</b>	<b>WEDNESDAY NOVEMBER 29, 2023 4:00 PM</b>
NOTICE OF INTENT TO AWARD (ESTIMATED)	MONDAY DECEMBER 4, 2023
CITY COUNCIL APPROVAL OF AWARD (ESTIMATED)	TUESDAY DECEMBER 5, 2023
NOTICE OF AWARD (ESTIMATED)	DECEMBER 6, 2023
ANTICIPATED CONTRACT START / NOTICE TO PROCEED (ESTIMATED)	JANUARY 15, 2024
ANTICIPATED SUBSTANTIAL COMPLETION	OCTOBER 1, 2024
ANTICIPATED FINAL COMPLETION (ESTIMATED)	OCTOBER 31, 2024

**NOTE:** The City of Cannon Beach reserves the right to deviate from this schedule. With current supply chain issues, the project timeline may need to be adjusted accordingly.

## BID REQUIREMENTS CHECKLIST

The following is a listing of bid submission components.

SECTION	SECTION NAME	SUBMIT TIME
00 41 00	SIGNED BID FORM – ALL PAGES	SUBMIT WITH BID
	CONSTRUCTION CONTRACTORS BOARD LICENSE	SUBMIT WITH BID
00 41 10	BIDDER RESPONSIBILITY INFORMATION FORM – ALL PAGES	SUBMIT WITH BID
00 41 20	BID BOND	SUBMIT WITH BID
00 41 30	BIDDERS WARRANTY	SUBMIT WITH BID
00 41 40	BIDDERS CERTIFICATIONS	SUBMIT WITH BID
00 41 50	FIRST-TIER SUBCONTRACTOR DISCLOSURE	SUBMIT WITH BID OR WITHIN 2 HOURS AFTER
00 41 60	CERTIFICATE OF NON-COLLUSION	SUBMIT WITH BID
00 41 70	CONTRACTOR'S CERTIFICATION REGARDING DRUG TESTING PROGRAM	SUBMIT WITH BID
00 41 80	PUBLIC IMPROVEMENT CONTRACT	SUBMIT WITH BID
00 72 30	OREGON STATUTORY PUBLIC WORKS BOND	SUBMIT WITH BID
00 72 40	CERTIFICATION OF WORKERS COMPENSATION COVERAGE	SUBMIT WITH BID
00 73 00	ANY ADDITIONAL ITEMS SPECIFIED IN SUPPLEMENTARY INSTRUCTIONS TO BIDDERS	SUBMIT WITH BID

The bid requirements checklist is provided for the bidder's convenience. Bidder is advised to thoroughly review the Invitation to Bid documents to be certain that it has met all requirements and included all required documents, forms and information in its bid. In the event of a conflict between the bid requirements checklist and other Invitation to Bid documents, other Invitation to Bid documents shall take precedence.

**END OF SECTION**

## CLARIFICATION #1

<b>Project Name:</b>	WATER RESILIENCY PROJECT PHASE 1 SEISMIC IMPROVEMENTS
<b>Project Number:</b>	20198.3
<b>Description:</b>	Pre-bid Questions Received on October 19, 2023
<b>Response Date:</b>	November 1, 2023

Attached (below) are responses to questions received in October. An Addendum is being prepared for questions that were received during the mandatory prebid meeting.

No.	Question	Response
1	Bid Documents: It appears the signature page is missing from the "Bidder's Certifications" section. Can you please provide any supplemental pages to be included with the bid?	<b><i>A new Section 00 41 40 Bidder's Certification is attached. Sections 00 41 00 through 00 41 80 are included with this transmittal.</i></b>
2	Bid Documents: It appears that several pages are missing from the "Bidders Responsibility Form." Can you please provide any supplemental pages to be included with the bid?	<b><i>A new Section 00 41 10 Bidder's Responsibility Information Form is attached. Sections 00 41 00 through 00 41 80 are included with this transmittal.</i></b>
3	Bid Documents: It appears that several pages are missing from the "Public Improvements Contract." Can you please provide any supplemental pages to be included with the bid?	<b><i>Section 00 41 80 Public Improvements Contract is a sample contract for information only; no submittal by the contractor is required. An updated form is attached. Sections 00 41 00 through 00 41 80 are included with this transmittal.</i></b>
4	Bid Documents: It appears that supplemental pages are missing from the "First Tier Subcontractor Disclosure Form." Can you please provide any supplemental pages to be included with the bid?	<b><i>A new Section 00 41 50 First Tier Subcontractor Disclosure Form is attached. Sections 00 41 00 through 00 41 80 are included with this transmittal.</i></b>
5	Can you please provide a digital copy of the Geotechnical report as noted in Specification Section 003100, Part 1.01 Existing Conditions?	<b><i>An electronic copy of the Geotechnical report is available for download at the following location: <a href="#">ITB - Seismic Improvements   City of Cannon Beach Oregon (cannon-beach.or.us)</a></i></b> <b><i>This document is for reference only. The Contractor is responsible for review and</i></b>



No.	Question	Response
		<b><i>determination of applicability to the specific project activity areas.</i></b>
6	<p>Per Specification Section 011000 Summary, Part 1.05 Work Sequence, Item D, will the city be draining the reservoir for the work to take place?</p> <p>Does water service need to be re-established after each working shift, or can the water service remain offline over a period of days in order to complete the work?</p>	<p><b>A shutdown of the North Reservoir will be required to make the connections. The City will perform the reservoir draining. The contractor shall determine and schedule shutdown(s) to complete the work.</b></p> <p><b>Preparatory work may be accomplished during the normal work hours. Work that requires the service to be offline and the tank drained should be completed within a maximum of 48 hours. Additional down time up to 1 week should be available and scheduled with the City. Night work will not be required. Every effort should be made to accomplish the tie in and installation of the valves during one or two shutdown periods.</b></p>
7	<p>If any costs are incurred by Nuveen/Lewis &amp; Clark Timber for access through their gate or road to the South Reservoir, will those costs be covered by the Owner?</p>	<p><b>There will not be any cost to the contractor for accessing the South Reservoir via the Nuveen/Lewis &amp; Clark Timber Tolovana Mainline Road. The City has full access rights. Gate access will be provided at the preconstruction conference.</b></p>
8	<p>Can you provide the name and contact information for the SCADA integrator that installed and/or programmed the existing systems on site? If not, can the original programming files, system as-builts, and access permissions be provided for another integrator to take over?</p>	<p><b>For information on the Mission Controls RTUs and SCADA System, please contact Tim Owens, Correct Equipment. <a href="mailto:timo@correctequipment.com">timo@correctequipment.com</a> 503.582.0555 Ext. 210. They (Correct Equipment, Canby, OR) are currently under contract to the City. Further review is underway for the SCADA integration.</b></p>

# MANDATORY PREBID MEETING

City of Cannon Beach, Oregon

## PHASE 1 SEISMIC VALVE PROJECT

Tuesday, October 31, 2023 – 10:00 AM

Name of Attendee	Representing	Email - Phone
Mike McEwan	Bob McEwan Construction	<a href="mailto:mmcewan@gmail.com">mmcewan@gmail.com</a> ; 503-440-0223
Justin Linville	Big River Construction	<a href="mailto:jlinville@bigrivercompanies.com">jlinville@bigrivercompanies.com</a> ; 503-338-3878
Bill Howard	Earthworks	<a href="mailto:estimating@earthworksus.com">estimating@earthworksus.com</a> ; 503-398-2814
Colter Wisti	Tapani Inc	<a href="mailto:quotes@tapani.com">quotes@tapani.com</a> ; 360-687-1148
Brian Stratton	Jesse Rodrigues Const	<a href="mailto:brians@diggingit.us">brians@diggingit.us</a> ; 503-379-2524
Andrew Halme	Halme excavating	<a href="mailto:office@halmepnw.com">office@halmepnw.com</a> ; 360-607-5893
Gary Brickman	Elk Mt Construction	<a href="mailto:Elkmtn34@gmail.com">Elkmtn34@gmail.com</a> ; 503-849-8343
Brent Boles	Inland Electric Inc	<a href="mailto:bjb@inlandegroup.com">bjb@inlandegroup.com</a> ; 503-717-9148
Daniel Smith	Midway Underground	<a href="mailto:daniels@midwayundergroundllc.com">daniels@midwayundergroundllc.com</a> ; 360-864-8810
Ryan Vandecoevinger	Advanced Excavation Inc	<a href="mailto:ryan@advanced-excavation.com">ryan@advanced-excavation.com</a> ; 503-812-6208
Jennifer Barrett	City of Cannon Beach	<a href="mailto:barrett@ci.cannon-beach.or.us">barrett@ci.cannon-beach.or.us</a>
Karen La Bonte	City of Cannon Beach	<a href="mailto:labonte@ci.cannon-beach.or.us">labonte@ci.cannon-beach.or.us</a>
Trevor Mount	City of Cannon Beach	<a href="mailto:mount@ci.cannon-beach.or.us">mount@ci.cannon-beach.or.us</a>
Mike Benefield	City of Cannon Beach	<a href="mailto:mbenefield@ci.cannon-beach.or.us">mbenefield@ci.cannon-beach.or.us</a>
Chuck McDonald	Windsor Engineers	<a href="mailto:cmcdonald@windsorengineers.com">cmcdonald@windsorengineers.com</a>



**SECTION 00 41 00  
BID FORM**

BID OF \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of Oregon, doing business as \_\_\_\_\_. (Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

To City of Cannon Beach [hereinafter called "OWNER"]

1. The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for

**PROJECT NAME: Cannon Beach Water Resiliency Project Phase 1 – Seismic Improvements**

having examined the plans and specifications with related documents and having examined the site of the project work, and being familiar with all the conditions pertaining to the construction of the project, hereby offers to furnish all labor, materials, equipment and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this bid is a part.

2. The Bidder submits the unit prices set forth herein as those at which the Bidder will perform the work involved. The extensions in the column headed "Total" are made for the sole purpose of facilitating comparison of bids and if there are any discrepancies between the unit prices and the total amounts shown, the unit prices shall govern.

3. The Bidder certifies, under penalty of perjury, by the submission of this bid, that all requirements of ORS 279C.838-840 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract. The Bidder further certifies, under penalty of perjury, that the Bidder is a resident bidder, as defined by ORS 279A.120 (1)(b), of the State of Oregon. The Bidder further certifies, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

4. The Bidder acknowledges receipt of the following Addenda numbered \_\_\_\_\_ through \_\_\_\_\_. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing date for receiving bids.

5. The Bidder agrees to comply with all the federal, state and local laws, ordinances, rules and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.

6. Upon receipt of written Notice of Award, Bidder will execute the Contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by the contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

7. The Bidder agrees to commence work under this contract within 10 calendar days after issuance to the Bidder of written Notice to Proceed by the Owner. The Bidder agrees to substantially complete the project on or before the dates or within the number of calendar days indicated in Section 2 of the Contract, with such extensions of time as are provided in the General Conditions. The Bidder accepts the provisions of the Contract regarding liquidated damages (Section 20 of the General Conditions of the Agreement) in the event of failure to complete the work of the project on or before the dates or within the number of calendar

days indicated in Section 2 of the Contract, with such extensions of time as are provided in the General Conditions.

8. The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.

9. The Bidder certifies that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

10. The Bidder will complete the work for the following prices in accordance with the Schedule of Contract Prices as follows:

#### **SCHEDULE OF CONTRACT PRICES**

<b>No.</b>	<b>Item</b>	<b>Units</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
	<b>PART 1 - SITE IMPROVEMENTS</b>				
1	MOBILIZATION	LS	1	\$	\$
2	TEMPORARY SIGNS	LS	1	\$	\$
3	EROSION CONTROL	EA	3	\$	\$
4	REMOVE CONCRETE SURFACING	SY	40	\$	\$
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$	\$
6	REMOVE VALVES	EA	8	\$	\$
7	REMOVE PIPE	LF	100	\$	\$
8	PORTLAND CEMENT CONC. PAVEMENT SAW CUTTING	LF	60	\$	\$
9	REMOVE & REINSTALL FENCE	LS	1	\$	\$
10	REMOVE & REINSTALL LADDER	LS	1	\$	\$
11	EXCAVATION AND EMBANKMENT	LS	1	\$	\$
12	6 INCH CONCRETE SURFACING	SY	40	\$	\$
<b>SUBTOTAL PART 1 - STREET IMPROVEMENTS</b>				<b>\$</b>	<b>\$</b>

No.	Item	Units	Qty	Unit Price	Total Price
<b>PART 2 - RESERVOIR IMPROVEMENTS</b>					
13	TEMPORARY WATERMAIN BYPASS	EA	1	\$	\$
14	CONNECT TO EXISTING WATERMAIN	EA	2		
15	4" FLEXTEND	EA	1	\$	\$
16	8" FLEXTEND	EA	2	\$	\$
17	12" FLEXTEND	EA	2	\$	\$
18	10' x 8' VAULT	EA	1	\$	\$
19	12" GATE VALVE	EA	4	\$	\$
20	8" GATE VALVE WITH ACTUATOR	EA	2	\$	\$
21	12" GATE VALVE WITH ACTUATOR	EA	2	\$	\$
22	12" CHECK VALVE	EA	2	\$	\$
23	HYDRANT ASSEMBLIES	EA	2	\$	\$
24	12 INCH HDPE PIPE	LF	20	\$	\$
25	8 INCH DUCTILE IRON PIPE	LF	10	\$	\$
26	12 INCH DUCTILE IRON PIPE	LF	80	\$	\$
27	SHAKE ALERT CONTROL	LS	1	\$	\$
28	ELECTRICAL SYSTEMS	LS	2	\$	\$
<b>SUBTOTAL PART 2 - RESERVOIR IMPROVEMENTS</b>				<b>\$</b>	<b>\$</b>

<b>CONSTRUCTION BID SUMMARY</b>	
<b>CONSTRUCTION BID PART 1 - SITE IMPROVEMENTS</b>	<b>\$</b>
<b>CONSTRUCTION BID PART 2 - RESERVOIR IMPROVEMENTS</b>	<b>\$</b>
<b>TOTAL-BID</b>	<b>\$</b>

The following documents are attached to and made a condition of this bid:

- A. The required Bid Security enclosed with the Bid Form
- B. The First-Tier Subcontractor Disclosure Form submitted in a separate envelope within two hours after the date and time of the bid opening.
- C. The Bidder Responsibility Information Form.

Respectfully Submitted,

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Federal Employer I.D. No. \_\_\_\_\_

State Employer I.D. No. \_\_\_\_\_

State C.C.B. Registration No. \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

By:

Name \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

(Please Print)

If Corporation, Attest \_\_\_\_\_

(Secretary of Corporation)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**END OF SECTION**

**SECTION 00 41 10  
BIDDERS RESPONSIBILITY INFORMATION FORM**

FAILURE TO SUBMIT THIS FORM WITH BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

**INSTRUCTIONS**

1. The information provided in this form is part of The City of Cannon Beach inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.
2. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a determination that your bid is non-responsive.
3. Sign and submit the completed bidder responsibility form with bid proposal.

BIDDER NAME : \_\_\_\_\_ CCB #: \_\_\_\_\_

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities. Include relevant data such as the type of work involved and project dates and total contract value. Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

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2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. **YES / NO** If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal):

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3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES / NO** If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:

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4. LAWSUITS BY CREDITORS: Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? **YES / NO** If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal):

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5. ABILITY TO PERFORM WITHIN TIME SPECIFIED: List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

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6. PROJECTS EXCEEDING COMPLETION DATES: In the past five (5) years, list the number of project and the titles of those projects where Bidder has exceeded the contracted time for substantial completion or exceeded the contracted time for final completion.

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7. DEFECTIVE WORK. In the past ten (10) years has your company been ordered to fix defective work on a project? **YES / NO** If "YES," identify the owner, the project and the resolution of the problem.

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8. DEBARMENT: Has Bidder been debarred or disqualified by any public agency within the past two (2) years? **YES / NO** If "YES" identify the public agencies:

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9. NON-COMPLETION: Has Bidder failed to complete a contract in the last five (5) years? **YES / NO** If "YES" identify the project(s):

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10. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? **YES / NO** If "YES" identify the project(s):

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11. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed or declared in default on a project during the last five (5) years? **YES / NO** If "YES" identify the project(s) and the type of action taken against Bidder:

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12. BONDABILITY REQUIREMENT: For the project described under this ITB, Bidder is able to and will obtain a payment bond and a performance bond issued by a surety that is authorized to transact surety business in the State of Oregon and that has an AMBest "A" or better rating. **YES / NO** If "YES" identify name of surety, contact name, address, phone number, & email address:

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13. LIENS AND SURETY CLAIMS: Have there been any liens or surety claims against Bidder on any contracts which have been performed or are in the course of being performed? **YES / NO** If "YES" identify the project and explain the nature of the claims:

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14. REVOKED LICENSE: Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? **YES / NO** If "YES" explain the underlying reason for the revocation of the license:

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15. CRIMINAL OFFENSE: Has Bidder's company or any owner of or management employee in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? **YES / NO**

16. DEMAND ON PERFORMANCE BOND: In the last five years, has an owner ever made a demand on your performance bond? **YES / NO**

17. TERMINATION OF BONDING/INSURANCE COVERAGE: In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? **YES / NO**

18. CITATIONS OR ENFORCEMENT ACTIONS. Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. **YES / NO** If "YES", please state the date, nature, and final resolution of every such citation or enforcement action:

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19. BONDING. What is the largest contract you have had bonded through the surety company named in Question #12 above? Please identify the project name, the nature of the project, the date of the project and the original contract price:

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#### BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of three different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. The City of Cannon Beach reserves the right to contact other persons, agencies or owners not listed below as part of determining whether Bidder is responsible.

<b>PROJECT REFERENCE #1</b>
NAME AND DATES OF PROJECT:
PROJECT LOCATION:
PROJECT DESCRIPTION:
CONTACT PERSON #1 NAME:
CONTACT PERSON #1 FIRM NAME:
CONTACT PERSON #1 PHONE:
CONTACT PERSON #2 NAME:
CONTACT PERSON #2 FIRM NAME:
CONTACT PERSON #2 PHONE:

<b>PROJECT REFERENCE #2</b>
NAME AND DATES OF PROJECT:
PROJECT LOCATION:
PROJECT DESCRIPTION:
CONTACT PERSON #1 NAME:
CONTACT PERSON #1 FIRM NAME:
CONTACT PERSON #1 PHONE:
CONTACT PERSON #2 NAME:
CONTACT PERSON #2 FIRM NAME:
CONTACT PERSON #2 PHONE:
<b>PROJECT REFERENCE #3</b>
NAME AND DATES OF PROJECT:
PROJECT LOCATION:
PROJECT DESCRIPTION:
CONTACT PERSON #1 NAME:
CONTACT PERSON #1 FIRM NAME:
CONTACT PERSON #1 PHONE:
CONTACT PERSON #2 NAME:
CONTACT PERSON #2 FIRM NAME:
CONTACT PERSON #2 PHONE:

## **Rules for Public Construction**

### **Model Rules for Public Construction:**

#### ***137-049-0100 – Application:***

- (1) These division 49 rules apply to Public Improvement Contracts as well as Public Contracts for ordinary construction Services that are not Public Improvements. Model Rules that apply specifically to Public Improvement Contracts are so identified. These division 49 rules apply to Contracts for Construction Manager/General Contractor Services, whether the initial Contract between the parties includes both pre-construction services and construction services, or only contains pre-construction services, since the underlying procurement for Construction Manager/General Contractor Services authorizes Contracting Agencies to enter into Contracts for both pre-construction and construction services.
- (2) These division 49 rules address matters covered in ORS Chapter 279C (with the exception of Architectural, Engineering, Land Surveying and Related Services, all of which are addressed in division 48 of the Model Rules).

#### ***137-049-0130 – Competitive Bidding:***

A Contracting Agency shall solicit Bids for Public Improvement Contracts by Invitation to Bid ("ITB"), except as otherwise allowed or required pursuant to ORS 279C.335 on competitive bidding exceptions and exemptions, 279A.030 on federal law overrides or 279A.100 on affirmative action. Also see OAR 137-049-0600 to 137-049-0690 regarding the use of Alternative Contracting Methods, use of Alternative Contracting Methods for projects which are excepted or exempt from the competitive bidding process, use of Alternative Contracting Methods within the competitive bidding process and the process for obtaining an exemption from competitive bidding requirements.

#### ***137-049-0160 – Intermediate Procurements; Competitive Quotes and Amendments:***

- (1) General. Public Improvement Contracts estimated by the Contracting Agency not to exceed \$100,000 may be Awarded in accordance with intermediate level procurement procedures for competitive quotes established by this rule.
- (2) Selection Criteria. The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors.
- (3) Request for Quotes. Contracting Agencies shall utilize Written requests for quotes whenever reasonably practicable. Written Request for Quotes shall include the selection criteria to be utilized in selecting a Contractor and, if the criteria are not of equal value, their relative value or ranking. When requesting quotations orally, prior to requesting the price quote the Contracting Agency shall state any additional selection criteria and, if the criteria are not of equal value, their relative value. For Public Works Contracts, oral quotations may be utilized only in the event that Written copies of the prevailing wage rates are not required by the Bureau of Labor and Industries.

(4) Number of Quotes; Record Required. Contracting Agencies shall seek at least three competitive quotes, and keep a Written record of the sources and amounts of the quotes received. If three quotes

are not reasonably available the Contracting Agency shall make a Written record of the effort made to obtain those quotes.

(5) Award. If Awarded, the Contracting Agency shall Award the Contract to the prospective contractor whose quote will best serve the interests of the Contracting Agency, taking into account the announced selection criteria. If Award is not made to the Offeror offering the lowest price, the Contracting Agency shall make a Written record of the basis for Award.

(6) Price Increases. Intermediate level Public Improvement Contracts obtained by competitive quotes may be increased above the original amount of Award by Contracting Agency issuance of a Change to the Work or Amendment, pursuant to OAR 137-049-0910, within the following limitations:

(a) Up to an aggregate Contract Price increase of 25% over the original Contract amount when a Contracting Agency's contracting officer determines that a price increase is warranted for additional reasonably related Work, and;

(b) Up to an aggregate Contract Price increase of 50% over the original Contract amount, when a Contracting Agency's contracting officer determines that a price increase is warranted for additional reasonably related Work and a Contracting Agency official, board or governing body with administrative or review authority over the contracting officer approves the increase.

(7) Amendments. Amendments of intermediate level Public Improvement Contracts that exceed the thresholds stated in section (1) are specifically authorized by the Code, when made in accordance with this rule. Accordingly, such amendments are not considered new procurements and do not require an exemption from competitive bidding.

***OAR 137-049-0210 – Notice and Advertising Requirements; Posting:***

(1) Notice and Distribution Fee. A Contracting Agency shall furnish "Notice" as set forth below in subsections (a) through (c), to a number of Persons sufficient for the purpose of fostering and promoting competition. The Notice shall indicate where, when, how and for how long the Solicitation Document may be obtained and generally describe the Public Improvement project or Work. The Notice may contain any other appropriate information. The Contracting Agency may charge a fee or require a deposit for the Solicitation Document. The Contracting Agency may furnish Notice using any method determined to foster and promote competition, including:

(a) Mailing Notice of the availability of Solicitation Documents to Persons that have expressed an interest in the Contracting Agency's Procurements;

(b) Placing Notice on the Contracting Agency's Electronic Procurement System; or

(c) Placing Notice on the Contracting Agency's Internet Web site.

(2) Advertising. Pursuant to ORS 279C.360 and this rule, a Contracting Agency shall advertise every solicitation for competitive Bids or competitive Proposals for a Public

Improvement Contract, unless the Contract Review Authority for that Contracting Agency has exempted the solicitation from the advertisement requirement as part of a competitive bidding exemption under ORS 279C.335.

(a) Unless the Contracting Agency publishes by Electronic Advertisement as permitted under subsection 2(b), the Contracting Agency shall publish the advertisement for Offers at least once in at least one newspaper of general circulation in the area where the Contract is to be performed and in as many additional issues and publications as the Contracting Agency may determine to be necessary or desirable to foster and promote competition.

(b) A Contracting Agency may publish by Electronic Advertisement if the Contract Review Authority for the Contracting Agency determines Electronic Advertisement is likely to be cost effective and, by rule or order, authorizes Electronic Advertisement.

(c) In addition to the Contracting Agency's publication required under subsection 2(a) or 2(b), the Contracting Agency shall also publish an advertisement for Offers in at least one trade newspaper of general statewide circulation if the Contract is for a Public Improvement with an estimated cost in excess of \$125,000.

(d) All advertisements for Offers shall set forth:

(A) The Public Improvement project;

(B) The office where Contract terms, conditions and Specifications may be reviewed;

(C) The date that Persons must file applications for prequalification under ORS 279C.340, if prequalification is a requirement, and the class or classes of Work for which Persons must be prequalified;

(D) The scheduled Closing, which shall not be less than five Days after the date of the last publication of the advertisement;

(E) The name, title and address of the Contracting Agency Person authorized to receive Offers;

(F) The scheduled Opening; and

(G) If applicable, that the Contract is for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 to 3148).

(3) Minority, Women Emerging Small Business. State Contracting Agencies shall provide timely notice of all solicitations to the Advocate for Minority, Women and Emerging Small Business if the estimated Contract Price exceeds \$5,000. See ORS 200.035.

***OAR 137-049-0250 – Addenda to Solicitation Documents:***

(1) Issuance; Receipt. The Contracting Agency may change a Solicitation Document only by Written Addenda. An Offeror shall provide Written acknowledgement of receipt of all issued Addenda with its Offer, unless the Contracting Agency otherwise specifies in the Addenda or in the Solicitation Document.

(2) Notice and Distribution. The Contracting Agency shall notify prospective Offerors of Addenda consistent with the standards of Notice set forth in OAR 137-049-0210(1). The Solicitation Document shall specify how the Contracting Agency will provide notice of Addenda and how the Contracting Agency will make the Addenda available (see, 137-049-0200(1)(a)(N)).

For example, "Contracting Agency will not mail notice of Addenda, but will publish notice of any Addenda on Contracting Agency's Web site. Addenda may be downloaded off the Contracting Agency's

Web site. Offerors should frequently check the Contracting Agency's Web site until closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing."

(3) Timelines; Extensions. The Contracting Agency shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The Contracting Agency may extend the Closing if the Contracting Agency determines prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by public interest, the Contracting Agency shall not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the <sup>[1]</sup>~~SEP~~Closing.

(4) Request for Change or Protest. Unless a different deadline is set forth in the Addendum, an Offeror may submit a Written request for change or protest to the Addendum, as provided in OAR 137-049- 0260, by the close of the Contracting Agency's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under 137-049-0260, whichever date is later. The Contracting Agency shall consider only an Offeror's request for change or protest to the Addendum; the Contracting Agency shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Offeror submits the request for change or protest before the deadline for the Contracting Agency's receipt of request for change or protests as set forth in 137-049-0260(2) and (3).

**END OF SECTION**

**SECTION 00 41 20  
BID BOND**

We, \_\_\_\_\_, as "Principal,"

(Name of Principal)

and \_\_\_\_\_, a \_\_\_\_\_ 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 City of Cannon Beach ("Obligee") the sum of (\$\_\_\_\_\_)

\_\_\_\_\_ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its bid to an agency of the Obligee in response to Obligee's project identified as:

**CANNON BEACH WATER RESILIENCY PROJECT PHASE 1 - SEISMIC IMPROVEMENTS**, which bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to five (5%) percent of the total amount of the bid pursuant to ORS 279C.365 (5) and the procurement document.

NOW, THEREFORE, if the bid submitted by Principal is accepted, and if a contract pursuant to the 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 and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in 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 \_\_\_\_\_ BY ATTORNEY-IN-FACT:

Signature

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Name

Attest: \_\_\_\_\_

Corporation Secretary

\_\_\_\_\_  
Signature

Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**END OF SECTION**

**SECTION 00 41 30  
BIDDER'S WARRANTY**

By the act of submitting a bid for the proposed contract, the bidder warrants that:

The bidder and all subcontractors he/she intends to use have carefully and thoroughly reviewed the drawings, specifications and other bid documents and have found them to be complete and free from ambiguities and sufficient for the purpose intended; further that,

The bidder and all workmen, employees, and subcontractors he/she intends to use are skilled and experienced in the type of construction represented by the contract documents bid upon; further that,

Neither the bidder nor any of his/her employees, agents, intended suppliers, or subcontractors have relied upon any verbal representations allegedly authorized or unauthorized from the owner, his/her employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,

The bid figure is based solely upon the bid documents and properly issued written addenda and not upon any other written representation.

DATED: \_\_\_\_\_, 20\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION**



**SECTION 00 41 40  
BIDDER'S CERTIFICATIONS**

THIS CERTIFICATION MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THIS FORM BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

THE UNDERSIGNED ACKNOWLEDGES, ATTESTS AND CERTIFIES INDIVIDUALLY AND ON BEHALF OF THE BIDDER THAT:

1. He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Bid Documents.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in the Bid Documents (including all addenda, if any, issued).
3. The Bid submitted is in response to the specific language contained in the Bidding Documents, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Bidding Documents, or (b) any previously-issued ITB, if any.
4. The City is not liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the Bidding Documents.
5. The City is not liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
6. The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
7. Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid and the Bid Documents (including all addenda, if any, issued).
8. Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and
9. Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
10. Bidder certifies that Bidder is authorized to act on behalf of Contractor in this matter, and attests under penalty of perjury that:

Contractor has not and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts, in accordance with 279A.110(4).

Contractor will not accept a Bid or Bids from sub-contractors to perform work as described in ORS 701.005 under the Contract unless the sub-contractors are registered with the Construction Contractor's Board in accordance with ORS 701.035 to 701.055 at the time they submit their Bid or Bids to the Bidder.

Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Contractor agrees to be bound by and comply with ORS 279C.838 or ORS 279C.840 or 40 U.S.C. 276a, and all applicable requirements of ORS 279C.800 through ORS 279C.870 and 40 U.S.C. 3141 to 3148, and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates, maximum hours of labor, and payment of a fee to BOLI.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEIN ID# OR SSN# (REQUIRED): \_\_\_\_\_

CONTACT PERSON (TYPE OR PRINT): \_\_\_\_\_

TELEPHONE NUMBER  
(\_\_\_\_) \_\_\_\_\_

FAX NUMBER:  
(\_\_\_\_) \_\_\_\_\_

**END OF SECTION**

**SECTION 00 41 50  
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

**(OAR 137-049-0360)**

BIDS WHICH ARE SUBMITTED BY BID CLOSING, BUT FOR WHICH A REQUIRED DISCLOSURE SUBMITTAL HAS NOT BEEN MADE BY THE SPECIFIED DISCLOSURE DEADLINE, ARE NOT RESPONSIVE AND SHALL NOT BE CONSIDERED FOR CONTRACT AWARD

AGENCY SUPPLIED INFORMATION:

PROJECT NAME: **CANNON BEACH WATER RESILIENCY PROJECT  
PHASE 1 - SEISMIC IMPROVEMENTS**

BID DATE: **NOVEMBER 15, 2023, TIME: 2:00 PM**

DISCLOSURE DEADLINE DATE: **NOVEMBER 15, 2023, TIME: 4:00 PM**

DELIVER FORM TO: CITY OF CANNON BEACH

RECIPIENT: JENNIFER BARRETT PHONE #: (503) 436-8052  
163 E Gower/PO Box 368, Cannon Beach, OR 97110

**INSTRUCTIONS:**

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise, this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

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 BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE "INSTRUCTIONS TO BIDDERS".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure.

ATTACH ADDITIONAL SHEETS IF NECESSARY.

**BIDDER DISCLOSURE:**

	<b>SUBCONTRACTOR NAME</b>	<b>CATEGORY OF WORK</b>	<b>DOLLAR VALUE</b>
1			
2			
3			
4			
5			

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 NAME): \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 41 60  
CERTIFICATE OF NON-COLLUSION**

**CITY OF CANNON BEACH, OREGON**

FOR PROJECT: **CANNON BEACH WATER RESILIENCY PROJECT  
PHASE 1 - SEISMIC IMPROVEMENTS**

BIDDERS FIRM NAME: \_\_\_\_\_

I, THE UNDERSIGNED, AS (CIRCLE ONE):

Sole Owner

A Partner

Officer of the Foregoing Corporation

Agent of the Above Bidder

BEING FIRST DULY SWORN ON OATH, DEPOSE AND SAY:

That the attached bid has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the invitation to bid, designed to limit independent bidding or competition.

The contents of the bid herein presented and made have not been communicated by the bidder or their employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

I have fully informed myself regarding the accuracy of the foregoing statements, and the same are made by me based on my personal information.

I have read and understand the bid booklet and the specifications for the attached Bid.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC FOR OREGON

**END OF SECTION**

**SECTION 00 41 70**  
**CONTRACTOR'S CERTIFICATION REGARDING DRUG TESTING PROGRAM**

(1) Pursuant to ORS 279c.505(2), contractor certifies by its signature on this document that it has a qualifying drug testing program in place for its employees that includes, at a minimum, the following:

- (a) a written employee drug testing policy,
- (b) required drug testing for all new subject employees or, alternatively, required testing of all subject employees every 12 months on a random selection basis, and
- (c) required testing of a subject employee when the contractor has reasonable cause to believe the subject employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "qualifying employee drug testing program." an employee is a "subject employee" only if that employee will be working on the project job site.

(3) Contractor agrees that by signing this certification it represents and warrants to the city that its qualifying employee drug testing program is in place and will continue in full force and effect for the duration of the contract. The city's performance obligation (which includes, without limitation, the city's obligation to make payment) shall be contingent on contractor's compliance with this representation and warranty.

(4) Contractor also agrees that, as a condition to city's performance obligation (which includes, without limitation, the city's obligation to make payment), contractor shall require each subcontractor providing labor for the project to:

- (a) demonstrate to the contractor that it has a qualifying employee drug testing program for the subcontractor's subject employees, and represent and warrant to the contractor that the qualifying employee drug testing program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- (b) require that the subcontractor's subject employees participate in the contractor's qualifying employee drug testing program for the duration of the subcontract.

CONTRACTOR

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Corporate Officer, Title)

DATE: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 41 80  
PUBLIC IMPROVEMENT CONTRACT**

BETWEEN

CITY OF CANNON BEACH, OREGON

AND

CONTRACTOR NAME \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

THIS PUBLIC IMPROVEMENT CONTRACT ("CONTRACT") IS MADE BY AND BETWEEN THE CITY OF CANNON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF OREGON ("CITY"), AND \_\_\_\_\_ ("CONTRACTOR LEGAL NAME") TO PROVIDE CONSTRUCTION SERVICES ON THE FOLLOWING PROJECT.

PROJECT NAME: \_\_\_\_\_

("PROJECT"), SERVICES DESCRIPTION:

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THE PARTIES AGREE AS FOLLOWS:

**1. WORK.**

Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

**2. EFFECTIVE DATE AND TERMINATION DATE.**

The effective date of this Contract shall be the Contract Start Date identified in section 2.1. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

## OFFER AND CONTRACT DATES

2.1. Contract Start Date: \_\_\_\_\_

## “WORK” TIME DATES

2.2. Anticipated Notice to Proceed Date: \_\_\_\_\_

2.3. Anticipated Substantial Completion Date: \_\_\_\_\_

2.4. Anticipated Final Completion Date: \_\_\_\_\_

2.5. Contract End Date: \_\_\_\_\_

2.6. "Work" time in Calendar Days: \_\_\_\_\_

**PLEASE NOTE: CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL THE NOTICE TO PROCEED HAS BEEN ISSUED.**

## 3. ENUMERATION OF CONTRACT DOCUMENTS.

THE “CONTRACT DOCUMENTS” INCLUDE THE FOLLOWING:

This Contract with these Terms and Conditions.

EXHIBIT A 00 72 00: City's General Conditions to the Contract

EXHIBIT B: 00 72 10: Insurance Requirements

EXHIBIT C: 00 72 20: BOLI Prevailing Wage Rates: Current Prevailing Wage Rate Book

EXHIBIT D: Contractor Proposal

EXHIBIT E: 00 72 50: Funding Grant Terms and Conditions

EXHIBIT F: 00 72 60: Lobbying Certification

EXHIBIT G: Project Manual

EXHIBIT H: Drawings

EXHIBIT I: Addenda

## 4. CONTRACT; CONTRACT DOCUMENTS; ENTIRE AGREEMENT.

This Contract and the other Contract Documents form the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the “Contract” includes the Contract Documents.

In the event of a conflict between any of the Contract Documents, the Contract Documents shall take precedence in the order enumerated below.

1. Addenda
2. Contractors Proposal Form
3. Funding Terms and Conditions
4. Contract Document
5. Project Manual
6. Contract Plans-Drawings



## **5. THE CONTRACT TIME.**

Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

## **6. THE CONTRACT TOTAL.**

6.1 The Contract Total is \$ \_\_\_\_\_. (Enter total maximum contract value including reimbursable expenses). The Contract Total is the total amount payable by the City to the Contractor for the completion of the Work in its entirety under the Contract Documents.

6.2 Unit prices, if any. List or refer to Exhibit D – Contractor Proposal

6.3 Allowances included in the Contract Total, if any: List or refer to Exhibit.

6.4 Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Contract.

## **7. PROGRESS PAYMENTS.**

7.1 The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.

7.2 Each application for payment shall be for one calendar month ending on the last day of the month.

7.3 Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).

7.4 The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

7.5 Unless otherwise specified in the Contract Documents, Contractor elects to have the City deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company, or savings association as outlined in ORS 279C.560(5), OAR 125-249-0820(3), and COH-049-0820(3), from which earnings on such account shall accrue to the Contractor.

## **8. INDEPENDENT CONTRACTOR STATUS.**

By its signature on this Contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through

30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

#### **9. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER.**

Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.

#### **10. COMPLIANCE WITH APPLICABLE LAW.**

Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

10.1 ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).

10.2 ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.

10.3 ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.

10.4 ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

10.5 ORS 279C.515 (Failure to Pay Promptly): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the City may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a

good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

10.6 ORS 279C.515(3) (Right to File Complaint): If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

10.7 ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

10.7.1 For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

10.7.2 For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

10.7.3 For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).

10.7.4 The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

10.8 ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

10.8.1 Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

10.8.2 State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.

10.8.3 Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.

10.8.4 Tribal Governments.

10.9 ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

10.10 ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:

10.10.1 Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and

10.10.2 Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

10.11 ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

10.12 ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

10.13 ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):

10.13.1 The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at [http://www.boli.state.or.us/BOLI/WHDPWR/pwr\\_state.shtml](http://www.boli.state.or.us/BOLI/WHDPWR/pwr_state.shtml).

10.13.2 This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid document included in this Contract as Exhibit C.

10.13.3 Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

10.13.4 The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

10.13.5 If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

10.14 ORS 279C.836 (Public Works Bond Required): Contractor shall:

10.14.1 File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and

10.14.2 Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).

10.15 ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):

10.15.1 Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.15.2 The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.

10.15.3 Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.

10.16 ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

10.17 ORS 305.385 (Oregon Tax Law Compliance): Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:

10.17.1 All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

10.17.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor.

10.18 ORS 279B.230(2) (Oregon Workers' Compensation Law): Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

**10.19** The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser

or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

#### **11. NOTICE.**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or City at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

#### **FOR THE CITY OF CANNON BEACH**

CONTRACT ADMINISTRATOR NAME: \_\_\_\_\_, TITLE: \_\_\_\_\_

ADDRESS: PO BOX 368 CANNON BEACH, OR 97110

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_@CI.CANNON-BEACH.OR.US

#### **FOR THE CONTRACTOR**

CONTRACT ADMINISTRATOR NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL: \_\_\_\_\_

#### **12. CONTRACTOR INFORMATION AND CERTIFICATION.**

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

LEGAL NAME (INCLUDE DBA IF APPROPRIATE):

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

Citizenship if applicable: non-resident alien? (check one) \_\_\_\_ Yes \_\_\_\_ No

Business Designation (check one):

\_\_\_\_ Professional Corporation \_\_\_\_ Partnership \_\_\_\_ Limited Partnership

\_\_\_\_ Limited Liability Company \_\_\_\_ Limited Liability Partnership \_\_\_\_ Sole Proprietorship \_\_\_\_ Other

Federal Tax ID#: \_\_\_\_\_ or SSN: Enter SSN if no Federal Tax ID

Oregon CCB License Number: \_\_\_\_\_

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4). Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

FOR THE CITY OF CANNON BEACH	FOR CONTRACTOR NAME
SIGNATURE	SIGNATURE
NAME (PRINTED)	NAME (PRINTED)
TITLE	TITLE
DATE	DATE



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**ATTACHMENTS BELOW:**

**EXHIBIT A: 00 72 00: CITY'S GENERAL CONDITIONS TO THE CONTRACT**

## **EXHIBIT B: 00 72 10: INSURANCE REQUIREMENTS**

**EXHIBIT C: 00 72 20: BOLI PREVAILING WAGE RATES: July 5, 2023 Prevailing Wage Rate Book**

## EXHIBIT D: CONTRACTOR PROPOSAL

## **EXHIBIT E: 00 72 50: FUNDING GRANT TERMS AND CONDITIONS**

## **EXHIBIT F: 00 72 60: LOBBYING CERTIFICATION**

## **EXHIBIT G: PROJECT MANUAL**



## EXHIBIT H: DRAWINGS

## **EXHIBIT I: ADDENDA**