

CITY OF PENDLETON

East End Booster Pump Station Project



Expires: 12/31/24
Stamped: 9/6/23

This project is being financed by the Special Public Works Fund through Business Oregon and a partnership of local funds.

September 2023

Public Works Department
500 SW Dorion Avenue
Pendleton, OR 97801
www.pendleton.or.us
Office (541) 966-0202
Fax (541) 966-0251

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INVITATION TO BID

Sealed bids for the **East End Booster Pump Station Project** will be received by the City of Pendleton, c/o Bob Patterson, Public Works Director, 500 SW Dorion Avenue, Pendleton, OR 97801 until **2:00 pm local time on the 5th day of October, 2023**, plainly marked "**East End Booster Pump Station Project**". **All bid proposals shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected. Bids submitted after the above-specified date and time shall not be opened.**

Proposals will be publicly opened at 2:00 pm local time, Thursday, October 5, 2023, in the Community Room at City Hall rear entrance, 501 SW Emigrant Avenue, Pendleton, Oregon. Bidders may also participate in the bid opening via Zoom. **Contact the Public Works Director's office at 541 966-0202 or Jutta Haliewicz at 541 966-0240, jutta.haliewicz@ci.pendleton.or.us for the Zoom link.**

There will be a non-mandatory pre-bid meeting, including a site visit, on Wednesday, September 20, 2023, from 10:30 am – 1:00 pm local time at the Water Filtration Plant Conference Room, 1001 Goad Road, Pendleton. Questions regarding this project in the pre-bid process can be directed to Tim Smith, Project Manager, 541 379-1195 or tim.smith@ci.pendleton.or.us.

A paper copy of the bid documents may be obtained for a **non-refundable fee of \$150.00** from the Public Works Director's office located at the same address as above or by calling (541) 966-0202. A copy is also available online on the **City of Pendleton's website: www.pendleton.or.us/rfps** or the **OregonBuys website: <https://oregonbuys.gov/bso/view/login/login.xhtml>**. For the nearest location of a review copy, contact the Public Works Director's office. **Bid documents will be available until 5:00 pm, Friday, September 29, 2023.**

The Oregon Standard Specifications for Construction (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, and the City of Pendleton Standard Specifications will apply to all construction work not noted in the Special Specifications. It is the Contractor's responsibility to obtain the latest revisions made to these specifications (latest revisions to City Standard Specifications, January 2001 with minor revisions 2001, 2004, 2005, 2006, 2012, and updated Standard Detail Drawings in 2019 and 2020).

All bidders must be prequalified for the class of work included in this Bid Document in accordance with the laws of the State of Oregon, and all prequalification applications with payment must be submitted to the City by 1:00 pm, October 4, 2023, the day before the bid opening. (See Section 2.00)

The City of Pendleton will not mail notice of Addenda, but will post notice of any Addenda on the OregonBuys website and the City's website (www.pendleton.or.us/rfps). Addenda may be downloaded off these websites and will be faxed or emailed to all bidders who have requested to be on the City's Planholders List. Contact jutta.haliewicz@ci.pendleton.or.us to be added to the list. Bidders should frequently check the websites until bid closing.

Each Bid Proposal must be submitted on the prescribed form (Section 4.00) accompanied by a certified or cashier's check drawn from an Oregon Bank in good standing, or banks doing business in Oregon in good standing, or a Bid Bond issued by a surety company authorized to issue such bonds in the State of Oregon, payable to the City of Pendleton, Oregon, in an amount not less than five percent (5%) of the total amount of the Bid submitted.

All bidders must comply with ORS Chapter 279C and pay applicable prevailing wage rates in effect July 5, 2023, including any amendments, as stated in the [Prevailing Wage Rates for Public Works Contracts in Oregon](#) published by the Oregon Bureau of Labor and Industries. (see <https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>).

The successful bidder will be required to furnish a bond for faithful performance of the contract in the full amount of the contract price. In addition to required performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies working on public works projects, with a

contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law, must file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI. {ORS 279C.830 and ORS 279C.836} **(See documents included in Section 6.00)**

Each bidder must identify whether they are a resident bidder as defined in ORS 279A.120. (Preference for Oregon goods and services)

Nonresident Bidders: ORS 279A.120(3) states: "When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract." See document attached to the end of Special Conditions (Section 12.00). For information about DOR requirements, contact: <http://www.oregon.gov/DOR>

The Contractor shall, within two (2) working hours of the advertised bid opening, submit the first-tier subcontractor disclosure form. This form is to notify the Public Works Director in writing the names of the first-tier subcontractors. The disclosure form is attached to the end of the Special Conditions (Section 12.00). If no subcontractors need to be disclosed, enter "NONE" on the form and submit it.

The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS Chapter 656, which requires them to provide workers' compensation coverage for all their subject workers.

The City reserves the right to accept that Proposal which is in the best interest of the City of Pendleton, Oregon, and to postpone the award of the Contract for a period not to exceed thirty (30) calendar days.

The deadline for filing a protest by the second responsible bidder is seven (7) calendar days after the Notice of Intent to Award has been issued. Protest must be in written form and received by 5:00 pm on the 7th day from the date of the letter of intent to award issued by the Public Works Director or his designated representative. Once the Notice of Intent to Award has been issued, bid submittal information will be available for public review.

Dated this 6th day of September, 2023.



Bob Patterson, PE
Public Works Director

INFORMATION FOR BIDDERS

City of Pendleton, hereby referred to as OWNER, will be completing work under one contract for the **East End Booster Pump Station Project**. Bids are expected to be opened **2:00 pm, local time, Thursday, October 5, 2023**. Bid award, with seven (7) calendar day notice of intent declaration, will likely take place Tuesday, October 17, 2023, at the regularly scheduled City Council meeting.

There will be a non-mandatory pre-bid meeting, including a site visit, on Wednesday, September 20, 2023, from 10:30 am - 1:00 pm local time at the Water Filtration Plant Conference Room, 1001 Goad Road, Pendleton. Questions regarding this project in the pre-bid process can be directed to Tim Smith, Project Manager, 541 379-1195 or tim.smith@ci.pendleton.or.us.

The work to be performed under these Contract documents consists of furnishing all labor, materials and equipment necessary for the construction of the following:

New booster pump station and associated site improvements. Booster pump station construction includes installation of a 34'-0" by 20'-0" concrete masonry unit building with two 100-hp and two 30-hp vertical turbine can pumps and an external emergency generator. Grading work includes over excavation and providing fill to build up the site to finished grade and grading the stormwater pond. Site Improvements will also include installation of a vault, site piping, including multiple waterline connections, and asphalt construction. The installation of the pump stations discharge piping will end at the property line and connect to a waterline that is being constructed as part of another project.

The above information is a general outline of principal features of the work. It does not in any way limit the responsibility of the CONTRACTOR(s) to perform all work and furnish all equipment, labor and materials required by the specifications and drawings. The drawings and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown.

No attempt has been made in the specifications or drawings to segregate work covered by any trade or subcontract under one specification. Such segregation and establishment of subcontract limits will be solely a matter of specific agreement between the CONTRACTOR and its subcontractors and shall not be based upon any inclusion, segregation or arrangement in or of these specifications.

Engineer's estimate: \$2,758,000.00

Bidders must submit the following completed documents with their bids by the bid due date (Thursday, October 5, 2023) and time (2:00 pm) indicated on the Invitation to Bid (Section 1.00) or as stated on any addendum(s) stating otherwise. **Bids not containing the following items may be considered non-responsive:**

- **Bid Proposal** – form signed by company representative having authority to submit bids – see Section 4.00
- **Bidder's Qualifications** – see Section 3.00
- **Bid Bond/Security (5%)** in form of certified or cashier's check drawn from an Oregon Bank – see Section 5.00
- **Acknowledgement of ALL Addenda**
- **Non-Collusion Affidavit** (signed by company representative and notarized) – see Section 9.00

Document to be submitted by Disclosure Deadline Date and Time:

- **First-Tier Subcontractor Disclosure Form** – see end of Section 12.00 (Special Conditions)

Upon award of contract the SUCCESSFUL BIDDER must be prepared to submit the following completed documents within ten (10) business days of contract award:

Contract Forms and Submittals:

- Three original signed contracts (to be provided by City)
- Copy of Statutory Public Works Bond
- Performance and Payment Bond
- Certificate of Liability Insurance
- Oregon Nonresident Bidder Form (if applicable)
- IRS Form W-9
- Application and payment of City Business License (Contractor and all subcontractors)
- Signed copy of Special Conditions (Section 12.00)
- BOLI Wage Rate Worksheet indicating BOLI Wage Rates used for the project (Contractor and all subcontractors)
 - Example worksheet attached
- Construction Schedule
- Schedule of Submittals
- Schedule of Values

BOLI WAGE RATE WORKSHEET

	BOLI RATE			BOLI RATE WITH ZONE PAY		
CLASSIFICATION	BASIC HOURLY	HOURLY FRINGE	TOTAL	BASIC HOURLY W/ZONE	HOURLY FRINGE	TOTAL

PREQUALIFICATION

PUBLIC WORKS DEPARTMENT
CITY OF PENDLETON
PENDLETON, OREGON

Oregon Law requires a statement as to financial ability, equipment and experience to be completed and submitted by prospective contractors bidding on contracts for public improvements, the estimated cost of which is \$10,000 or over. No contractor is eligible to bid until this statement has been submitted.

Bidders must be prequalified for the class of work included in the bid documents. **The City of Pendleton no longer accepts a copy of a bidder's approved Oregon Department of Transportation's prequalification application or approval letter.** The City requires their own application to be completed and filed with the City Public Works Director's Office. All prequalification applications must be submitted to the City and paid for by **1:00 pm the day before the bid opening date.**

Upon request, this application is available to you through this office at 541 966-0202 or online at <https://pendleton.or.us/cdev/page/prequalification-application-2023> for your use in prequalification for this work.

The application can be emailed to the Public Works Secretary at jutta.haliewicz@ci.pendleton.or.us, and **payment of the application fee can be made online using the following link:** https://www.municipalonlinepayments.com/pendletonor/easypay/cyPtKllh7kmoihtGLpT_bg/contractors-pre-qualification

BIDDER'S QUALIFICATIONS
(To be submitted with Bid)

Bidder's shall complete this Bidder's Qualifications Document and submit it with their Bids. Additional pages may be provided, but this form shall be filled out completely.

Due to the nature of this project, the Owner has determined that two minimum Bidder Qualifications criteria must be met for a Bid to be considered responsive. These include:

- A. Minimum Experience Requirement: Bidders shall have successfully completed a minimum of two (2) Reference Projects as the Prime Contractor for the installation of publicly owned booster pump station, or similar facility, with an original contract amount greater than \$1,000,000 within the past seven (7) years. Completion shall be measured by the date the project was determined to be substantially complete by the Owner.
- B. Project Manager and Onsite Construction Superintendent/Foreman: The Bidder shall provide an experienced Project Manager and Onsite Construction Superintendent/Foreman that has served in the same role a minimum of one of the two Reference Projects while employed by the Bidder. Attach a detailed resume and current workload summary for the proposed Project Manager and Onsite Construction Superintendent/Foreman. No substitution of the Project Manager and Onsite Construction Superintendent/Foreman shall be allowed by the Owner at any time during construction. The Owner reserves the right to approve the Contractor's proposed Project Manager and Onsite Construction Superintendent/Foreman. The Owner reserves the right to request a formal interview with the Bidder's proposed Project Manager and Onsite Construction Superintendent/Foreman prior to award of the Contract.

Failure to provide Qualifications acceptable to the Owner may result in the Bid being declared non-responsive by the Owner. Determination of a non-responsive Bid shall be at the sole discretion of the Owner.

BIDDER'S GENERAL RECORD OF EXPERIENCE:

The Bidder has been engaged in the contracting business, under the present business name for _____ years and has completed work of a similar nature in the proposal over a period of _____ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Attach additional pages if required):

REFERENCE PROJECTS

The Bidder shall complete this form with the required information, demonstrating compliance with the minimum experience requirements summarized herein and in the Bid Proposal. Reference projects shall have been completed within the past seven (7) years. Provide general and contact information for additional due diligence by the OWNER prior to award of the Contract.

1.

Project Name	Owner & Project Representative with Phone Number
Project Description	Year Completed
Original Bid Amount	Final Contract Amount
Project Manager	
Onsite Construction Superintendent/Foreman	

2.

Project Name	Owner & Project Representative with Phone Number
Project Description	Year Completed
Original Bid Amount	Final Contract Amount
Project Manager	
Onsite Construction Superintendent/Foreman	

PROJECT MANAGER

The Bidder's proposed Project Manager that will be the Bidder's primary representative throughout construction is _____, who has completed _____ similar projects. A resume is attached.

ONSITE CONSTRUCTION SUPERINTENDENT/FOREMAN

The Bidder's proposed Onsite Construction Superintendent/Foreman that will be the Bidder's primary representative throughout construction is _____, who has completed _____ similar projects. A resume is attached.

Signed: _____
(Same signature as on Bid Proposal form)

END OF BIDDER'S QUALIFICATIONS

PROPOSAL

Honorable Mayor and City Council
City Hall
Pendleton, Oregon 97801

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, but it is made without collusion with any official or employee of the City of Pendleton, Oregon, and that the Proposal is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements, and he has personally inspected the site, and he has satisfied himself as to the quantities of the materials, items of equipment, and conditions of work involved, including the fact that the description of the work and materials, as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereto attached and are hereby made a part of this Proposal.

The Bidder agrees that if this Proposal is accepted, Bidder will, within ten (10) calendar days after notification of acceptance, execute the Contract with the City of Pendleton, Oregon, in the form of Contract annexed thereto, and will, at the time of execution of the Contract, deliver to the City of Pendleton, the Performance Bond required herein, and will to the extent of his Proposal, furnish all machinery, tools, and apparatus and other means of construction and do all the work and furnish all the materials necessary to complete the work in the manner and in the time and according to the methods as specified in the Contract Documents and required by the Engineer there under.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid the City of Pendleton, Oregon, at the rate of one percent (1%) per calendar day of the price of contract work not yet completed, or \$500.00 per calendar day, whichever is greater, for work not completed **by May 30, 2025**. Sundays and legal holidays shall be excluded in determining days of default.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

The Contract will be awarded based on bids. City reserves the right to award or reject the bids that are in the best interest of the City.

Bidders must submit the following completed documents with their bids by the bid due date **(October 5, 2023)** and time **(2:00 pm)** indicated on the Invitation to Bid (Section 1.00) or as stated on any addendum(s) stating otherwise. **Bids not containing the following items may be considered non-responsive:**

- **Proposal (dated and signed by company representative having authority to submit bids) – Section 4.00**
- **Bidder's Qualifications – Section 3.00**
- **Bid Bond/Security (5%) in form of certified/cashier's check drawn from Oregon Bank – Section 5.00**
- **Acknowledgement of ALL Addenda**
- **Non-Collusion Affidavit (signed by company representative and notarized) – Section 9.00**

Document to be submitted by Disclosure Deadline Date and Time:

- **First-Tier Subcontractor Disclosure Form – end of Section 12.00 (Special Conditions)**

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in this Contract Document:

- Prequalification application and payment must be submitted by **1:00 pm** the day before the bid opening (**bid opening date: October 5, 2023**)
- Bidders shall use only the Bid Proposal form provided in this Contract Document. A bid amount shall be submitted in the appropriate place for each Item for which a Bid is being submitted. All blank spaces in the Bid Proposal form must be filled in completely where required. No changes shall be made in the phraseology of the forms.
- Bid will be awarded based on Grand Total Bid Amount.
- The Bid Proposal form may be submitted separately from the remainder of these Contract Documents. **It must be submitted in a sealed envelope and marked clearly to indicate its contents without being opened.**
- **The Bidder shall acknowledge receipt of all Addenda to the Bid. Bids received without acknowledgement or without the Addenda enclosed may be considered nonconforming. Notice of Addenda will not be mailed but will be posted on City's website (www.pendleton.or.us/rfps) and the OregonBuys website (<https://oregonbuys.gov/bsv/view/login/login.xhtml>). Addenda may be downloaded off website and will be faxed or emailed to all bidders who have notified City to request their firm be placed on the Planholders list. Bidders should frequently check the websites until bid closing.**
- Any taxes required by the laws and statutes of the State of Oregon and its political subdivisions shall be paid by the Contractor.
- Owner will pay all permit expenses with the exception of temporary permits related to construction work. The successful Bidder must pay all temporary permit expenses.
- All Bids must be submitted no later than the prescribed time, place, and manner set forth in the Contract Documents.
- Bids without sufficient data to provide a complete evaluation may not be considered.
- Any Bidder may modify its Bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of the Bids, provided the Owner receives such communication prior to the closing time. The telegraphic or written communication should not reveal the Bid Amount; however, it should state the addition, subtraction, or other modification so that the final amount or terms will not be known to the Owner until the sealed Bid is opened.
- Bids cannot be modified at any time following the deadline for receipt of the Bids.
- **Bids must be accompanied by a certified or cashier's check drawn from an Oregon Bank in good standing, or banks doing business in Oregon in good standing, or a Bid Bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount not less than five percent (5%) of the total amount of the Bid submitted. (See Section 5.00)** This check or Bid Bond shall be given as guarantee that if awarded the Contract, the successful Bidder will execute the Contract within the time specified. See Standard Specifications for the City of Pendleton – Section 1:06 – Bid Security for more information.
- **Non-Collusion Affidavit must be submitted with the Bid Proposal; otherwise, the Proposal may be considered non-responsive. (See Section 9.00)**
- **First-Tier Subcontractor Disclosure Form must be submitted by the date and time designated in the Invitation to Bid. This Form must be submitted separately for each Schedule, even if there are no subcontractors that need to be disclosed; otherwise, the Bid will be considered non-responsive. See Special Conditions (Section 12.00) for more information and a copy of the Disclosure Form.**

The Owner will make the award of work based on the best interests of the City of Pendleton. The Owner also reserves the right to reject any or all bids and to postpone the award of the work for a period not to exceed thirty (30) calendar days with time extensions for completion date. The Owner, at its sole discretion, reserves the right to select the bid(s) most beneficial to the City of Pendleton.

EAST END BOOSTER PUMP STATION PROJECT

Time of Completion: **No later than May 30, 2025**

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Item with Unit Price Bid</u>	<u>Unit Price</u>	<u>Extended Total</u>
A1	1 LS	Erosion Control	_____	_____
A2	1 LS	Grading and Earthwork	_____	_____
A3	1 LS	Site Piping, Fittings, and Valves	_____	_____
A4	1 LS	Flow Meter and Vault	_____	_____
A5	1 LS	Roads and Parking Area	_____	_____
A6	1 LS	Misc. Site: Infiltration Swale Weir, Gravel Ditches, etc.	_____	_____

SUBTOTAL CIVIL (SITE WORK): _____

B1	680 SF	CMU Building	_____	_____
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SUBTOTAL CMU BUILDING: _____

C1	1 LS	Above Ground Piping	_____	_____
C2	1 LS	Fittings	_____	_____
C3	1 LS	Valves	_____	_____
C4	2 EA	Pumps 1, 2	_____	_____
C5	2 EA	Pumps 3, 4	_____	_____
C6	1 LS	**Auxiliary Sensors and Probes**	_____	_____

SUBTOTAL MECHANICAL: _____

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Item with Unit Price Bid</u>	<u>Unit Price</u>	<u>Extended Total</u>
D1	1 EA	Unit Heater	_____	_____
D2	1 LS	Heat Pump Unit (Indoor x 3, Outdoor x 1)	_____	_____
D3	1 LS	Concrete Pad, 4" Thick	_____	_____
SUBTOTAL HVAC & PLUMBING:_____				
E1	1 LS	Utility Charge	_____	_____
E2	1 LS	Generator and Pad	_____	_____
E3	1 LS	Service Equipment	_____	_____
E4	1 LS	MCC and VFDs	_____	_____
E5	1 LS	Conduit and Wire	_____	_____
E6	1 LS	Lighting	_____	_____
E7	1 LS	Controls, Instrumentation, and Misc.	_____	_____
SUBTOTAL ELECTRICAL & CONTROL:_____				
GRAND TOTAL BID AMOUNT:_____				

It is agreed that if the Bidder is awarded the Contract for the work proposed herein, and shall fail or refuse to execute the Contract and furnish the specified Performance and Payment Bond within ten (10) days after the receipt of the Notification of Acceptance of his Bid Proposal, then, in that case, the bid security deposited herewith by the said Bidder, according to the conditions of the Request for Proposals and the Information for Bidders, shall be retained by the City of Pendleton, Oregon, in accordance with the terms of the Bond as specified in the Information for Bidders.

The Bidder has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number:

Addendum Date:

The name of the Bidder who is submitting this Proposal is _____

doing business at _____

(Street)

(City)

(State)

(Zip)

which is the address to which all communication concerned with this Proposal and with the Contract shall be sent.

The name of the principal officers of the corporation submitting this Proposal, of the partnership, or of all persons interested in this Proposal as principals are as follows:

Print Name

Print Name

Signature

Signature

Dated this _____ day of _____, 2023.

Signature of Bidder

Title

BID BOND/SECURITY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 _____ as Surety, are hereby held and firmly bound unto _____
 _____ as OWNER in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Pendleton a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing for the **East End Booster Pump Station Project.**

NOW THEREFORE,

(A) If said BID shall be rejected, or

(B) If said BID is accepted and the Principal executes and delivers contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and furnishes a BOND for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and in all other respects perform the agreement created by the Acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal L.S.

Surety

By:_____
Attorney-in-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

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

We, _____, as principal, and

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

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

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

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

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

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

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

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

Surety by:

Principal by:

_____ (Seal)
Company Name

Name

Signature

Signature

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

Title

Address

Address

City State Zip

City State Zip

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



Construction Contractors Board

PO Box 14140
Salem OR 97309-5052
Telephone: 503-378-4621
Fax: 503-373-2007
Web Address: www.oregon.gov/ccb

For CCB Use Only:

File No. _____

Non-Construction Company

Filing STATUTORY PUBLIC WORKS BOND with CCB

ORS 279C.836 requires that all public works contractors working on qualifying public works projects, with a contract price that exceeds \$100,000, file a \$30,000 public works bond with the Construction Contractors Board (CCB). This includes construction companies that are licensed and non-construction companies that are not required to be licensed with the CCB.

If you are already licensed with the CCB, you do not need to complete this form. Please send your \$30,000 public works bond directly to the CCB with your license number on it.

If you are a non-construction company that is NOT required to be licensed with the CCB, please complete this information below and submit it with your \$30,000 public works bond. This will be used to help the CCB properly store and display your information on-line.

Type of Business Entity:			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> LLC	<input type="checkbox"/> LP	<input type="checkbox"/> LLP	<input type="checkbox"/> Trust
Oregon Corporation Division Registry No. <i>(if applicable)</i> _____			
Name of Business Entity: _____			
Business Address: _____			
Telephone No: (_____) _____ Email: _____			
Type of Work This Company Performs: _____			

I certify that the aforementioned independent contracting business does not perform work subject to ORS 701 and is **NOT** required to be licensed with CCB.

_____ Name of Individual Filling Out This Form <i>(Please Print)</i>	_____ Title/Position <i>(Please Print)</i>
_____ Signature	_____ Date

Contract No. _____

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this _____ day of _____, 2023, by and between the City of Pendleton, Oregon, a municipal corporation hereinafter called the "Owner" and _____ hereinafter called the "Contractor".

WITNESSETH:

Said Contractor, in consideration of the sum in the amount of \$ _____ to be paid them by the Owner and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, and labor for the construction of **East End Booster Pump Station Project**.

Contract Documents shall be referred to as Invitation to Bid, Information for Bidders, Prequalification, Bidder's Qualifications, Bid Proposal, Bid Bond/Security, Statutory Public Works Bond, Contract, Assignment of Anti-Trust Rights, Non-Collusion Affidavit, Performance and Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, Lease Agreement, Technical Specifications, Drawings, all Addendum (if any) and the contents of the latest revision of the Oregon Standards Specifications for Construction (ODOT/APWA), excluding Sections 00100 and 00745.95 and the City of Pendleton Standard Specifications, and are all hereby made a part of this Contract by specific reference as fully and completely as if the same were fully set forth herein.

In the consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Community Development Department Director and to his satisfaction to the extent provided in the Contract Documents, the Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the proposals as determined by the Contract Documents, or as otherwise herein provided, and based on the said Proposal made by the Contractor, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the acceptance by the Owner.

It is agreed that the time limit for the completion of the Contract, based upon the Bid Proposal, **is no later than May 30, 2025.**

In the event the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be computed at the rate of one percent (1%) per calendar day of the total price of contract work not yet completed, or \$500.00 per calendar day, whichever is greater. Sundays and legal holidays excluded in determining days of default.

The Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin.

IN WITNESS WHEREOF, we the parties hereto, each herewith subscribe the same this _____ day of _____, 2023.

CITY OF PENDLETON

By: _____
John H. Turner, Mayor

By: _____
Sheri R. Allen, City Recorder

(Contractor)

By: _____
(Signature)

Title: _____

Approved as to Form: _____
Nancy Kerns, City Attorney

Contractor's Registration #: _____

Contractor's Tax Identification #: _____

ASSIGNMENT OF ANTITRUST RIGHTS

By entering into a contract, the Contractor, for consideration paid to the Contractor under the contract, does irrevocably assign to the City of Pendleton any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to further assign any claim for relief or consideration and to control any such litigation on such claim for relief or counsel action, by reason of any violation of 15 USC 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Pendleton, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to further assess any claim for relief or Counsel action and to control any litigation arising there under, in connection with any goods or services provided to the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Pendleton. It is an express obligation of the Contractor to advise the City of Pendleton of Oregon:

1. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
2. Immediately upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
3. The date on which it notified the obligator(s) of any such claims for relief or cause of action of the fact of its assignment to the City of Pendleton.

Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay to the City of Pendleton its proportionate share thereof, if any, assigned to the State hereunder.

NON-COLLUSION AFFIDAVIT

- 1) This Non-Collusion Affidavit is material to any Contract awarded pursuant to the bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon the finding by the agency that it is in the public interest to do so (ORS 279.035). This public contracting agency finds that it is in the public interest to require the completion of this Affidavit by potential Contractors.
- 2) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision for price(s) and the amount(s) quoted in the bid.
- 3) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure themselves that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval, or submission of the bid.
- 4) In the case of a bid submitted by joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- 5) The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bid process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 6) Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

STATE OF _____)
)
County of _____)

I state that I am _____, _____
Print/Type - Name Print/Type - Position Title with Firm/Company

representing _____
Print/Type - Name of Firm/Company

and that I am authorized to make this Affidavit on behalf of my Firm/Company, and its owners, directors, and/or officers. I am the person responsible in my Firm/Company for the price(s) and the amount(s) provided in this Proposal.

I state that:

- 1) The price(s) and the amount(s) provided in this bid have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the attached appendix to this Non-Collusion Affidavit.
- 2) Neither the price(s) nor the amount(s) provided in this bid, and neither the approximate price(s) nor approximate amount(s) provided in this bid, have been disclosed to any other Firm/Company or person who is a Bidder or potential Bidder, and they will not be disclosed before the bid opening.
- 3) No attempt has been made or will be made to induce any Firm/Company or person to refrain from Bidding on this contract, or to submit a bid with price(s) and/or amount(s) higher than this bid, or submit any intentionally high or noncompetitive price(s) and/or amount(s) in a bid or other form of complementary bid.
- 4) The price(s) and/or amount(s) provided in this bid on behalf of my Firm/Company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Firm/Company or person to submit a complementary or other non-competitive bid.
- 5) My Firm/Company, its affiliates, subsidiaries, officers, directors, and/or employees are not currently under investigation by a governmental agency. They have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract, except as described on the attached appendix to this Non-Collusion Affidavit.

I state that my Firm/Company understands and acknowledges that the representations are material and important and will be relied on by the City of Pendleton in awarding the Contract(s) for which this Bid is submitted.

I understand, and my Firm/Company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Pendleton of the true facts relating to the submission of the Bid for this Contract(s).

Signature - Name

This instrument was acknowledged before me this _____ day of _____, 2023.

Notary Public for _____

My Commission Expires: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(The official name, form of organization, and address of the Contractor, and, if partnership, name of partners.)

as Principal, and _____
(Name and Address of the Surety)

_____, a corporation, duly authorized to do a general surety business in the State of Oregon as Surety, are jointly and severally held and bound unto City of Pendleton in the sum of _____
(the basic contract price, in words and figures)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, successors, and assigns, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH THAT

WHEREAS _____, the Principal herein, on the ____ day of _____, 2023, entered into a Contract with the City of Pendleton, the obligee herein, which Contract consists of:

Invitation to Bid, Information for Bidders, Prequalification, Bidder’s Qualifications, Bid Proposal, Bid Bond/Security, Statutory Public Works Bond, Contract, Assignment of Anti-Trust Rights, Non-Collusion Affidavit, Performance and Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, Lease Agreement, Technical Specifications, Drawings, all Addenda (if any), Oregon Standard Specifications for Construction (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, and the City of Pendleton Standard Specifications

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 promptly to make payment for all labor, services, and material and pay sums due the City of Pendleton and the United States required to be paid by employers and to save harmless the obligee from any claims 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 and under the terms and conditions therein set forth; and in conformity with all laws, state and national.

NOW, THEREFORE, if said Principal herein shall promptly pay all persons, furnishing labor, services, material or insurance to said Principal, or to his subcontractors, or to their assigns, on or about said work; and shall save harmless the Obligee, its officers and agents, from all claims therefore, or from any claim for damages of 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, will and faithfully do, perform and furnish all material and things as by them in said contract undertaken, and as by law, state, and federal 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 further conditions:

- (a) All material, workmen, 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 persons, firms, or corporations having claims hereunder shall have the right to be made a party to such proceeding (but not later than six months after the complete performance of said contract and final settlement and judgment rendered thereon).
- (b) In no event shall the Surety be liable for a greater sum than the amount of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than twelve (12) months after the complete performance of said contract and final settlement thereof.
- (c) Said Surety, for 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 thereunder or the specifications and accompanying the same shall in any way affect its obligations on this bond. It does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____ this _____ day of _____, 2023.

_____(SEAL)

_____(SEAL)

_____(SEAL)
(Principal)

WITNESSES:

_____(SEAL)

_____(SEAL)

COUNTERSIGNED:

BY: _____
(Resident Agent)

ISSUE DATE _____

CERTIFICATE OF INSURANCE

This is to certify to the CITY OF PENDLETON that a CERTIFICATE OF INSURANCE is issued co-insuring the City of Pendleton as described below and that the insurer agrees that it shall notify the City in writing, of material change, or any expiration or of any cancellation of the below described policies not less than thirty (30) days prior to such change, expiration, or cancellation may become effective and that such notice shall be made by certified mail, return receipt requested, to the City of Pendleton at the following address: 500 S. W. Dorion Avenue, Pendleton, Oregon 97801.

Insured _____ COMPANIES AFFORDING COVERAGE
Company Letter A _____
Company Letter B _____
Company Letter C _____
Company Letter D _____
Company Letter E _____

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES EXCEPT WHERE, A CONTRACT BETWEEN THE INSURED AND THE CITY OF PENDLETON REQUIRES OTHERWISE.

TYPE OF INSURANCE (Check One) POLICY NUMBER POLICY EFFECTIVE DATE POLICY EXPIRATION DATE LIABILITY LIMITS IN THOUSANDS EACH OCCURRENCE AGGREGATE

Claims Made Occurrence DATE DATE OCCURRENCE

GENERAL LIABILITY BODILY INJURY \$ \$
COMPREHENSIVE FORM
PREMISES/OPERATIONS
UNDERGROUND PROPERTY DAMAGE \$ \$
EXPLOSION & COLLAPSE
PRODUCTS/COMPLETED OPERATIONS
CONTRACTUAL BI & PD \$ \$
INDEPENDENT CONTRACTORS COMBINED
BROAD FORM PROPERTY DAMAGE
PERSONAL INJURY PERSONAL INJ. \$ \$

AUTOMOBILE LIABILITY BODILY INJURY (PER PERSON) \$
ANY AUTO
ALL OWNED AUTOS (PRIV. PASS.)
ALL OWNED AUTOS (OTHER THAN PRIV. PASS) BODILY INJURY (PER ACCIDENT)\$
HIRED AUTOS
NON-OWNED AUTOS PROPERTY DAMAGE \$
GARAGE LIABILITY BI & PD \$
COMBINED

EXCESS LIABILITY BI & PD \$
UMBRELLA FORM
OTHER THAN UMBRELLA FORM COMBINED

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY STATUTORY
\$ (each accident)
\$ (disease policy limit)
\$ (disease-each employee)

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIAL INSTRUCTIONS INDICATE WITH RESPECT TO EACH OF THE GENERAL CATEGORIES OF INSURANCE, IE. GENERAL LIABILITY, AUTO LIABILITY, EXCESS LIABILITY AND THE LIKE, WHETHER OR NOT THEY COVER THE BOXES ABOVE. SPECIFICALLY, THE CITY WANTS TO KNOW WHETHER BY CHECKING ONE OF THE BROAD COVERAGES ALL THE COVERAGES LISTED ARE ALSO INCLUDED. IN ADDITION, WITH RESPECT TO AGGREGATE LIMITS PLEASE INDICATE WHETHER THE AGGREGATES ARE FOR ONE OCCURRENCE OR AGGREGATE DURING THE LIFE OF THE POLICY WITH RESPECT TO EACH.

CERTIFICATE HOLDER CANCELLATION

This is to certify to the CITY OF PENDLETON that a CERTIFICATE OF INSURANCE is issued co-insuring the City of Pendleton as described below and that the insurer agrees that it shall notify the City in writing, of material change, of any expiration, of any cancellation of the below described policies not less than thirty (30) days prior to such change, expiration, or cancellation may become effective and that such notice shall be made by certified mail, return receipt requested, to the City of Pendleton at the following address: 500 SW Dorion Avenue, Pendleton, OR 97801.

AUTHORIZED REPRESENTATIVE _____

SPECIAL CONDITIONS

1. In the case of a difference or conflict in specifications and/or drawings, the Special Conditions, followed by the Special Specifications, followed by the City's Standard Specifications, and then followed by ODOT/APWA Specifications shall govern or prevail.
2. The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or materials for the prosecution of the work provided in the Contract.
3. The Contractor shall provide workers' compensation insurance coverage for all individuals, others than those exempt under ORS 656.027, who perform labor under the Contract before labor under the Contract commences. Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the Contract.

A copy of each insurance policy, or certificate thereof, issued by a responsible and solvent insurance corporation or association authorized to issue such policy or policies under the laws of the State of Oregon shall be delivered to the City within a reasonable period of time after the same is issued by the company or companies or associations issuing such policy or policies. All said policies or certificates shall provide for a minimum of thirty (30) days notice to the City in the event of cancellation or material change in the terms.
4. The Contractor will not permit any lien or claim to be filed or prosecuted against the City on account of any material or labor furnished to the Contractor.
5. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
6. The Contractor shall demonstrate that an employee drug testing program is in place.
7. If the 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 shall become due, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim. (ORS 279C.515)
8. **The Contractor shall, within two (2) working hours after the advertised bid closing date and time, notify the Community Development Director in writing of the names of the first-tier sub-contractors on the disclosure form attached to the end of these Special Conditions.** Submission of the first-tier sub-contractors disclosure form only applies to public contracts for public improvements with a contract value of more than \$100,000 (ORS 279C.370). Contractors are required to disclose information about certain first-tier subcontractors. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the total project bid, but at least \$15,000; whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid. **If no subcontractors need to be disclosed, enter "NONE" on the form and submit it.**
9. In addition to required payment and performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies who work on public works projects, with a contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law shall file a \$30,000 Statutory Public Works Bond with the Construction Contractor's Board (CCB) before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI {ORS 279C.830 and ORS 279C.836}. **(See forms included in Section 5.00)** This bond applies to ALL CCB licensed and non-CCB licensed subcontractors. Contractors must include in every subcontract a provision requiring the subcontractor to have a Public Works Bond filed with the CCB and must verify that subcontractors have filed a Public Works Bond before permitting subcontractor to start work on a project, unless exempt. For more information regarding this requirement, contact the Construction Contractor's Board at (503) 378-4621.
10. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the municipality (Owner) may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within thirty (30) days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under [ORS 279C.580 \(Contractor's relations with subcontractors\)](#) (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in [ORS 279C.580 \(Contractor's relations with subcontractors\)](#). The rate of interest on the amount due is nine (9) percent per annum as defined under ORS 279C.515(2). The amount of interest may not be waived.

11. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. **Every contract related to this Contract shall contain a clause setting forth this requirement.**

12. If requested in writing by a first-tier subcontractor, the Contractor, within ten (10) calendar days after receiving the request, shall send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to the public contracting agency or pay document provided by the public contracting agency to the Contractor specifically related to any labor or materials supplied by the first-tier subcontractor.

13. Except where the Contractor is a party to a collective bargaining agreement in effect with a labor organization, no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

- A) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; or
- B) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; and
- C) For all work performed on Saturday and on the following legal holidays:
 - (i) Each Sunday.
 - (ii) New Year's Day on January 1.
 - (iii) Memorial Day on the last Monday in May.
 - (iv) Independence Day on July 4.
 - (v) Labor Day on the first Monday in September.
 - (vi) Thanksgiving Day on the fourth Thursday in November.
 - (vii) Christmas Day on December 25.
- D) Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as a legal holiday. (ORS 279C.540)
- E) The Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. (ORS 279C.520)

14. Contractor may not work on the following City recognized holidays without explicit written permission from the City of Pendleton. City reserves the right to disallow work on these days due to available inspection staff and/or traffic safety and congestion.

- A) The afternoons of Wednesday and Thursday of the second full week in September (Round-up Week).
- B) The Friday and Saturday of the second full week of September (Round-up Week).
- C) Christmas Eve on December 24.
- D) New Year's Eve on December 31.

Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as the holiday, or each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as the holiday.

15. Contractor must promptly pay for all medical services for which the contractor has agreed to pay and for all amounts for which the Contractor collects or deducts from the worker's wages. (ORS 279C.530)

16. Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, subcontractor or other person doing or contracting to do the work in whole or any part on the Contract, shall be paid not less than the applicable prevailing rate of wage as required by ORS Chapter 279C.838 and 279C.840. All bidders must comply and agree that the requirements and conditions of employment be observed and prevailing wage rates, as established by the Oregon Bureau of Labor and Industries be paid under this Contract.

The existing prevailing wage rates in effect on July 5, 2023, including any amendments, are as published by the Oregon Bureau of Labor and Industries. Copies of the existing prevailing wages are available online at <https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

17. Any and all employees of Contractor or his contractors while engaged or performing any work or services required by him under this agreement shall be considered his employees only and not employees of the City and any claims that may arise under the Workers' Compensation Act on behalf of the said employees while so engaged in any and all claims made by third parties as a consequence of any act or omission on the part of him or his employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation responsibility of Contractor and/or his contractors. The parties to this agreement recognize that Contractor and his employees, officers, agents and subcontractors are providing professional services as independent contractors and are not providing services as employees of the City and are therefore not entitled to the benefits provided by the City to his employees, including but not limited to Workers' Compensation benefits, group health insurance, social security, pension plans, or any other benefit accruing to City's employees. Contractor hereby agrees to hold the City harmless from, and shall process and defend at his own expense, all claims, demands, or suits of whatever nature, brought against him arising from his performance under this agreement. Contractor shall advise his officers, agents, employees and subcontractors of this provision.

18. The Contractor shall keep himself informed and at all times comply with any ordinance, laws, and regulations dealing with the preservation of environmental pollution and the preservation of natural resources that may be affected in the performance of the Contract. The following are a list of agencies that may have enacted ordinances or regulations dealing with the preservation and environmental pollution and the preservation of natural resources:

Federal Agencies:

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

State Agencies:

Administrative Services, Department of
Dept of Agriculture
Department of Consumer & Business Services,
State of Oregon
Occupational Safety & Health Division
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Health Division
Historic Preservation Office
Human Resources, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Transportation, Department of
Water Resources Department

Local Agencies:

City of Pendleton City Council
Umatilla County Commissioners
Board of Port of Umatilla
Fire Protection Districts
City of Pendleton Planning Commission
Umatilla County Planning Commission
Confederated Tribes of the Umatilla Indian
Reservation

19. Liability and Indemnity:

- A) Indemnification. Contractor shall indemnify, hold harmless and defend City and its officers, agents and employees from, and reimburse City for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any negligent activity of Contractor in the execution of this Contract. City shall have no liability to Contractor for any injury, loss, or damage caused by Contractor or third parties.
- B) Public Liability and Property Damage Insurance. Before beginning execution of the Contract, Contractor shall maintain public liability insurance against death or injury to person, or damage to property, during the life of this Contract at Contractor's cost; said insurance shall be in such form so as to protect both Contractor and City from all claims expressed or implied as above provided, and in the following amounts:
- 1) Public Liability Insurance not less than \$1,000,000 for injuries to any one person, including accidental death and not less than \$1,000,000 for any one accident.
 - 2) Property Damage Insurance not less than \$1,000,000 for any one accident.

The Contractor's Public Liability and Property Damage Insurance shall adequately provide the primary coverage on all claims arising out of the performance of the Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities. Such insurance shall protect Contractor against the claims on account of the obligations assumed by Contractor under this Contract and shall name City and its officers, agents and employees as additional insured.

The above-mentioned proof shall be in the form of a copy of the policy and all appropriate riders with the City being named as a co-insured on all policies and provide for thirty (30) days written notice of any change or cancellation to City before Contractor begins execution of the Contract.

20. No bid for construction will be received or considered by the City unless the bidder is registered with the Construction Contractors Board as required by ORS Chapter 701 or the State Landscape Contractors Board as required by ORS 672.530. **In addition, the Contractor and subcontractors must obtain a City of Pendleton Business License as follows:**

- A) Any contractor or subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must obtain a City of Pendleton Business License or comply with the alternative in paragraph 18.C) below.
- B) The Contractor or any subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must include, as part of the application for a City of Pendleton business license, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.
- C) A prime contractor engaged in a Construction Project may obtain a Construction Project License as an alternative to obtaining a City of Pendleton Business License for each subcontractor engaged in the Construction Project. The Construction Project License is in lieu of a Business License for subcontractors only and is in addition to the Business License of the prime contractor. The application for a Construction Project License must contain, among other items, a signed statement by the prime contractor and each subcontractor engaged in the Construction Project that each signatory is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For the prime contractor and each subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board is also required.

21. The Oregon Government Standards and Practices laws may apply to Contractor. ORS 244.040(1)(a) prohibits any government officer, employee, or agent from using the governmental relationship to obtain a financial gain or avoid a financial detriment that would not otherwise be available but for the governmental relationship. For further information on this matter contact the Oregon Government Standards and Practices Commission; 100 High Street SE, Suite 220; Salem, Oregon 97310; phone 503 378-5105.

22. Contractor certifies that:

- A) Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the right of City to specify the desired results;
- B) Contractor is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local governmental ordinances;
- C) Contractor furnishes the tools or equipment necessary for performance of the contracted labor or services;
- D) Contractor has the authority to hire and fire employees to perform the labor or services;
- E) Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of a periodic retainer;

- F) Contractor is registered under ORS chapter 701 (Construction Contractors), if Contractor provides labor or services for which such registration is required;
- G) Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the contractor performed labor or services as an independent contractor in the previous year; and
- H) Contractor represents to the public that the Contractor is an independently established business. Except where Contractor files a Schedule F as part of the personal income tax return and the Contractor performs farm labor or services that are reportable on Schedule C, Contractor is considered to be engaged in an independently established business when four or more of the following circumstances exist:

[Initial those that apply]

- i ___ The labor or services are primarily carried out at a location that is separate from the residence of Contractor or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ii ___ Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the Contractor has a trade association membership;
- iii ___ Telephone listing and service are used for the business that is separate from the personal residence listing and service used by Contractor;
- iv ___ Labor or services are performed only pursuant to written Contracts;
- v ___ Labor or services are performed for two or more different persons within a period of one year; or
- vi ___ Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services provided.

23. If any action is instituted in connection with any claim or controversy arising out of this agreement, attorney fees may not be awarded by the court of competent jurisdiction and each party shall bear its own expenses of such action.

24. This agreement and the party's rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.

25. Work Hours

Normal working hours are Monday through Friday, 7:00 am to 6:00 pm. Work may extend beyond this time period with prior written permission from the City. The Contractor shall notify the City forty-eight (48) hours in advance of time work will be performed on Saturdays, Sundays or Holidays or other than normal working hours.

Per City Ordinance No. 2287, no work that produces dust or flying debris shall be performed or equipment utilized that produces noise of sufficient volume to disturb the sleep or repose of occupants of neighboring property between the hours of 6:00 pm and 7:00 am without express written permission from the City.

26. The Contractor shall plan, coordinate and be responsible for all construction work and proceed with minimum interference to the operation of the existing facility or other construction work. Prior to starting the construction, confer with the City to develop an approved construction schedule, which will permit the facility to function as normal as practical during the construction. If it becomes necessary to do certain parts of the construction outside normal working hours, or change/modify sequence of activities in order to avoid undesirable conditions, it shall be the obligation of the Contractor to do this work at such a time at no additional cost to the City.

27. The Contractor shall maintain proper and required construction related impact controls, including controls for such impact as noise, dust, erosion and hours of operation.

28. The Contractor shall provide and receive written approval from the City of Pendleton a payment schedule prior to construction.

29. All existing features including, but not limited to, roadways, driveways/easements, structures, lots, curbs, sidewalks, fences, walls, plantings, ditches, mailboxes, signs, irrigation, piping and utilities disturbed during construction shall be restored to "AS GOOD or BETTER" than original condition unless otherwise specified in the plans/specifications. If a utility is damaged during construction, the Contractor shall contact owner of the utility for inspection of damage prior to repairs. Contractor shall repair all utility services damaged during construction, and such repair shall be considered incidental.

30. Recovery of Costs

As work on the Contract progresses, the City shall upon request, inform the Contractor of all accrued costs. If punch list items are not completed after the 12-month period following substantial completion, the City will retain the remaining retainage and consider the Contract closed. The City will complete the punch list items and any cost above the remaining retainage withheld will be sought by placing a lien against the Contractor's bond.

31. Final Payment

Upon completion of the work, Contractor shall notify City in writing that they have completed their part of the Contract and shall request Final Payment. Final Payment or any part of the retained percentage will be withheld upon the option of the City until the Contractor submits to the City an Affidavit Certifying Contractor Payment for Labor, Services and Materials, Compliance With Labor Provisions and Contractor's Acceptance of Final Payment. **(see Affidavit attached to end of this Section).**

32. Oregon's Reciprocal Preference Law

ORS 279A.120 requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. That is, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

ORS 279A.120(2) states: For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

The Department of Administrative Services (DAS), State Procurement Office has gathered information on preference laws of all states. For more information please visit:

<https://www.oregon.gov/DAS/Procurement/Pages/Index.aspx>

33. Each bid must identify whether the bidder is a resident bidder and each bidder must be qualified in accordance with ORS 279 and other applicable sections of the Oregon Revised Statutes in order to enter into a Contract with the Owner for public work in Oregon.

34. In-State Tie-Bid Awards

All state and local contracting agencies shall give preference to in-state offerors if their offers are the same as nonresident offerors.

35. Nonresident Bidders

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

To view ORS 279A.120, visit: www.oregonlegislature.gov

For information about DOR requirements, contact: www.oregon.gov/DOR

36. Damage of existing structure - when the existing structure or facility, which is intended to remain, is damaged by the Contractor during demolition or construction, the Contractor shall promptly repair and replace the damaged portion of the facility at no cost to the City.

37. Street closures and notifications:

Streets may be closed as approved by City of Pendleton on a case-by-case basis. Contractor will be responsible for all necessary signing and public notification and will give a minimum forty-eight (48) hours advance notification to the City and all residents and businesses along a street scheduled for reconstruction. Overall schedule must be submitted to and

approved by City five (5) days prior to commencing work. City will publish schedule with local media to help with public notification. If bus stops/shelters are located within the project area which will impact the bus route, Contractor will coordinate with bus companies alternative temporary bus stops/shelters until completion of the project.

Public notification by the Contractor must also be sent to the following:

- First Student Bus Company
- Pendleton School District
- Kayak Public Transit
- Let 'er Bus Transit
- Pendleton Sanitary Service
- Umatilla County Dispatch
- Police Chief
- Fire Chief

Contact information for the above will be provided by the City at the pre-construction meeting.

DATED: _____, 2023.

Contractor: _____

By: _____

**CITY OF PENDLETON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

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: East End Booster Pump Station Project
 Bid Closing Date: October 5, 2023 Time: 2:00 pm
 Disclosure Deadline Date: October 5, 2023 Time: 4:00 pm

THIS DISCLOSURE FORM MUST BE SUBMITTED to the City of Pendleton at the location specified and in accordance with the date and time in the Advertisement for Bids. A separate form must be submitted for each Schedule. If necessary, use additional forms to satisfy the Disclosure requirements.

The contracting agency will insert "N/A" 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.

List below the NAME, ADDRESS, DOLLAR VALUE, CONSTRUCTION CONTRACTOR BOARD (CCB) NUMBER, CONTACT NAME and TELEPHONE NUMBER of each Subcontractor that will be furnishing labor and/or materials that are required to be disclosed in accordance with ORS 279C.370.

ENTER "NONE" IF THERE ARE NO SUBCONTRACTORS THAT NEED TO BE DISCLOSED.
(Attach additional sheets if needed)

<u>NAME/ADDRESS OF SUBCONTRACTORS</u>	<u>\$ VALUE/CCB #</u>	<u>CONTACT NAME/PHONE #</u>
1) _____ _____	\$ _____ CCB# _____	_____
2) _____ _____	\$ _____ CCB# _____	_____
3) _____ _____	\$ _____ CCB# _____	_____

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

- a) 5% of the total project amount proposed or \$15,000, whichever is greater; or
- b) \$350,000, regardless of the percentage of the total project amount proposed.

Disclosure submitted by: _____
Signature – Bidder Name

Contact Name: _____
Print/type – Bidder Name Phone Number

Unless otherwise stated in the original solicitation, this document shall not be faxed. It is the responsibility of the Bidder to separately submit this Disclosure Form and any additional sheets with the Project Schedule and Name clearly marked in accordance with the date and time in the Advertisement for Bids.

**CITY OF PENDLETON
AFFIDAVIT CERTIFYING CONTRACTOR PAYMENT FOR LABOR, SERVICES AND MATERIALS,
COMPLIANCE WITH LABOR PROVISIONS AND
CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT**

(READ THIS DOCUMENT CAREFULLY. IT IS A LEGAL DOCUMENT)

PROJECT NAME: _____ CONTRACT NO. _____

I, _____ the _____
(Name) (Officer/Title)
of _____ acknowledge:
(Company)

1. That all labor, services, materials furnished for the above Contract have been paid in full.
2. That I and my subcontractors, employees, agents and officials have complied with all labor provisions of the above Contract, and all final Certified Payroll Reports have been submitted to the City of Pendleton.
3. That there are no claim(s), potential claim(s) or pending claim(s) for any labor, services or materials related to this Contract.
4. That there are no liens, potential liens or pending liens existing related to this Project and/or to the above Contract.
5. That I have reviewed the attached final pay statement and it is a true and accurate statement for final payment for all labor, services and materials of the above Contract.
6. That all work (labor and/or services) has been performed and/or material supplied in full accordance with the requirements of the above Contract, except for those modifications approved by the City in writing including: duly authorized written deviations, written substitutions, written alterations and/or written additions.
7. That I accept final payment for all labor, services and materials furnished pertinent to the above Contract and that I release the City of Pendleton, an Oregon municipal corporation and its officers, agents and employees from any and all claims and any and all liabilities to me as the Contractor for all things done or furnished in connection with the Contract and agree to defend and indemnify the City of Pendleton against any and all claims, loss, damage or liability made against the City by Contractor, his employees, agents, subcontractors or those acting within his authority and every act of the City related to or rising out of the Contract.
8. That I have provided a performance bond for the Contract, which shall remain in full force and effect for one (1) year after the date of final written acceptance by the City of the work, and this performance bond guarantees any and all workmanship and materials from any defect whatsoever.
9. That I have read this Affidavit and agree with it.

DATED this _____ day of _____, 20__.

Contractor's Name

Print Name and Title

Signature

State of _____)

)

County of _____)

On the _____ day of _____, 20__, personally appeared _____
as _____ of _____, Contractor,
who acknowledged this instrument to be his/her voluntary act and deed.

(SEAL)

Notary Public – State of _____

My Commission Expires: _____

Form OR-NRB

Page 1 of 1, 150-800-020 (Rev. 03-17) Oregon Department of Revenue

Office use only
Date received

Oregon Nonresident Bidder Form

Submit original form—do not submit photocopy.

Oregon Revised Statute (ORS) 279A.120 states that when a public contract is awarded to a nonresident bidder and the contract price is more than \$10,000, the bidder must report certain information to the Oregon Department of Revenue before the bidder can receive final payment on the contract. To view ORS 279A.120, visit www.oregonlegislature.gov.

Using one of the options below, you must submit this completed form before we can make your final payment.

A. Bidder information

Company name		Federal ID number
Company contact name		Oregon business ID number
Street/mailling address		Telephone () -
City, state, ZIP	Email	

B. Contract information

Contracting agency name		
Terms of payment	Total contract price \$	
Brief description of services provided		
Will the work or services provided, at any time, require a physical presence in Oregon? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract number	Start date of contract / /	Contract expiration date / /
Agency contact		

C. Submitting this form

Please submit this form one of these ways:

Mail	Fax	Email
Oregon Department of Revenue Financial Services Unit 955 Center Street NE, Room 461 Salem OR 97301	503-945-8382	dor.procurement@state.or.us <i>(You must have Acrobat Standard or Professional to use this option)</i>

Name of person signing for business _____ Title _____

Signature of person signing for business _____ Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

		-									
--	--	---	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGREEMENT FOR USE BEFORE CLOSING**East End Booster Pump Station Property**

City of Pendleton
500 SW Dorion Ave.
Pendleton, OR 97801,
Purchaser.

Soaring G, LLC & Et al.,
73754 Emigrant Rd.
Pendleton, OT 97801,
Seller.

Recitals:

Whereas, Purchaser and Seller have entered into an agreement for the purchase of the property herein, referred to as the "Partitioned Property," to be described in a yet to be completed partition plat; and

Whereas, the Property, which is the subject of this use agreement, has a different east boundary than that which the Partitioned Property will have; and

Whereas, Umatilla County has determined that a partition plat, which will create the legal description for the Partitioned Property, must be completed and approved prior to closing of the sale; and

Whereas, Purchaser will undertake the completion, obtain approval of and record a partition plat which will include the description and necessary County requirement for the Partitioned Property to be conveyed to Purchaser by Seller; and

Whereas, Purchaser will, in the near future, undertake construction of infrastructure improvements and a booster station at the location of the Partitioned Property and by this agreement obtains a use agreement for that purpose upon the "Property" which is depicted in Exhibit A, attached hereto; and

Whereas, Seller does by this agreement, in anticipation of Purchaser's ownership of the Partitioned Property, allow Purchaser the use and possession of the Property to do construction activities and make permanent improvements prior to finalization of the closing of the sale of the location which will then be the Partitioned Property.

Now therefore, the parties agree as follows:

1. Seller grants and Purchaser accepts possession of the Property and Purchaser is authorized by Seller to do construction activities and make permanent improvements upon the Property prior to completion of sale.
2. In addition to the purchase price of \$720.00 as consideration for the Partitioned Property, which will be tendered at closing, the Purchaser will pay \$2,100, as consideration for the right to use, occupy and construct improvements upon the Property, payable prior to Purchaser taking occupancy or undertaking activity upon the Property.


3. This agreement shall commence at the time of payment of the acceptance of consideration by Seller and shall continue for a period of 364 days, or upon closing of the sale of the Partitioned Property by the parties, whichever occurs first. If this agreement terminates without closing of the sale, the parties will further negotiate an extension of this agreement.
4. Purchaser shall indemnify Seller from any claim, loss, or liability brought by a third-party based upon any action or failure to act by Purchaser which occurs as a result of Purchaser's use pursuant to this agreement.
5. Purchaser shall hold Seller harmless from liens or encumbrances which may be incurred in the financing of Purchaser's intended purposes for construction of improvements upon the Property.
6. At all times, Purchaser shall maintain property, casualty and liability insurance for its activity upon and use of the Property.
7. This agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties.
8. This agreement constitutes all of the terms, conditions and agreements of the parties relating to Purchaser's right of occupancy of the Property and may not be modified or amended except in writing and signed by both parties.
9. ORS Chapter 90 shall not apply to the relationship between Purchaser and Seller.

DATED this 31 day of July, 2023.

CITY OF PENDLETON,
An Oregon municipal corporation


By 
City Manager

SOARING G, LLC., & ET AL.

By 
Gregory R. Goad
Printed Name,
Member

Approved as to form:

By 
Nancy Kerns, City Attorney

By 
Bob Patterson, Public Works Director