



**City of Springfield
Community Development Division**

INVITATION TO BID

For

Project Name: Filling the Gaps

PROJECT #P21147

A NON-MANDATORY PRE-BID MEETING:	
Date:	THURSDAY, NOVEMBER 13TH, 2025
Time:	10:00 am
Location:	Microsoft Teams Need help? Join the meeting now Meeting ID: 220 902 026 032 2 Passcode: vt7SV6VF
BID OPENING:	
Date:	WEDNESDAY, DECEMBER 10TH, 2025
Time:	2:00 pm
Location:	Microsoft Teams Need help? Join the meeting now Meeting ID: 295 742 650 180 6 Passcode: Sk9Ln3w4

The deadline for submitting questions regarding this Invitation to Bid, prior to bid opening Tuesday, November 25th, 2025, at 5:00pm as specified in Section 3.3 of the Instruction to Bidders.

- The complete set of bid documents for this project consists of three sections: **Book 1: Invitation to Bid Documents, Book 2: Special Provisions and Book 3: Plan Set.**
- For the City of Springfield to consider your Bid responsive, you return the documents *indicated by a check box on Table of Contents; also listed in Section 5.1 of the Bid Submittal and Forms.*
- *Any addendums or revisions must be acknowledged and submitted with your Bid except for plans and drawings, which are not required to be submitted as a part of your Bid.*



TABLE OF CONTENTS AND BIDDER'S CHECKLIST

All documents with a checkbox below are **required forms** and **must be included with the bid submittal** for the bid to be considered **responsive**. Documents **without a checkbox** do not need to be submitted.

Documents marked with a checkbox (☐) must be submitted with the bid for it to be considered responsive.

Book 1: Invitation to Bid Documents

- Invitation to Bidders
 - ☐ Bid Submittal, Terms, and Declarations (including Addenda Acknowledgment)
 - ☐ *Addenda – If issued, all addenda must be acknowledged and included*
 - Instructions to Bidders
 - Contract (Sample)
 - Prevailing Wage Rate Information
 - ☐ First-Tier Subcontractor Disclosure Statement
 - ☐ Financial Responsibility Information
 - ☐ Certificate of Compliance – Statement of Nondiscrimination / ORS 279A.110
 - ☐ MWESB/DBE Form – Minority, Women, and Emerging Small Business / Disadvantaged Business Enterprise
 - ☐ Conflict of Interest Disclosure Form (COI)
 - ☐ Non-Collusion Affidavit
 - ☐ Bid Bond (Required)
 - Performance Bond (Sample)
 - Payment Bond (Sample)
-

Book 2: Special Provisions: Scope of Work

Book 3: Plan Set

CITY OF SPRINGFIELD, OREGON
Invitation to Bid

Public Works Capital Improvement Project

Project No. P21147

Title: (Sidewalk) Filling the Gaps

Description: Work consists of the construction of ADA Ramp improvements at the intersections of 21st St and Centennial Blvd, 21st St and L St, E St and N. 51st St, E St Cul-de-sac and L St cul-de-sac. As well as the construction of new sidewalk on the West side of 21st St between Centennial Blvd and L St; and the north and south sides of E St between N. 51st St and 52nd St.

A **NON-MANDATORY** pre-bid meeting will be held on **Thursday, November 13th, 2025, at 10:00 online via Microsoft Team:**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 220 902 026 032 2

Passcode: vt7SV6VF

Deadline for submitting questions regarding this Invitation to Bid is **Tuesday, November 25th, 2025, at 5:00 pm.** Contact with other City officials may be grounds for disqualification of the bid. All questions should be addressed to **Amanda Clinton, Sr. Contracts Analyst at aclinton@springfield-or.gov**.

Full bid documents are available for download on the City of Springfield's website: [P21147 – Filling the Gaps: Safe Walking Routes to Schools - City of Springfield Oregon.](#)

Any bidder requiring special assistance or auxiliary aids during the bidding and award process should contact **Amanda Clinton at 541-726-3628 or aclinton@springfield-or.gov** at least two (2) business days before the scheduled program, activity, or meeting for hearing assistance or a sign language interpreter and at least five (5) business days before the event for all other meeting accommodations. Assistive listening systems are available for the hearing impaired in the Municipal Courtrooms and City Council Chambers. TTY users dial Oregon Relay Services at 711. Requests for documents in alternate formats should be submitted at least ten (10) calendar days prior to the date the materials are needed to allow time for the City to respond to the request. At the discretion of the City, submission deadlines may be extended to accommodate a request for alternate formats.

This project is subject to the state prevailing wage rates under ORS 279C.800 to 279C.870. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. In accordance with ORS 279C.365, the City will not consider a bid unless it contains a statement by the bidder that they will comply with ORS 279C.838 through ORS 279C.870.

All Contractors performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560, as applicable, in place at the time the quote is presented.

The City of Springfield may reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375, or waive minor irregularities not affecting substantial rights and may reject for a good cause any or all bids upon a finding of the City of Springfield it is in the public interest to do so and accept such bids that in the opinion of the Springfield City Council are in the best interest of the City.

The City of Springfield encourages contractors, sub-contractors, and minority, woman-owned, and emerging small businesses to participate in City projects.

Sealed (paper) bids will be received at **City Hall, Development and Public Works Department – Southeast Quad, Attn: Senior Contracts Analyst, Amanda Clinton, 225 Fifth Street, Springfield, OR 97477, until 1:59 p.m. (Local Time) on Wednesday, December 10, 2025.**

Bids will be **opened immediately thereafter online via a Microsoft Teams meeting.**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 295 742 650 180 6

Passcode: Sk9Ln3w4

Published: Daily Journal of Commerce & Springfield Chronicle, OregonBuys.com

Solicitation Number S4040

ITB3 Rev 10/2024



City of Springfield
 225 Fifth Street
 Springfield, OR 97477

Construction Bid Submittal

Project No. P21147

Project Title: (Sidewalk) Filling the Gaps

Item No.	Description	Specification Number	Approx. Quantity	Per	Unit Price	Total Price Extension
1	Mobilization	00210.90	1	LS		
2	Temporary Work Zone Traffic Control - Complete	00221.98(b)	1	LS		
3	Erosion Control	00280.90(a)	1	LS		
4	Clearing and Grubbing	00320.90	1	LS		
5	Minor Adjustments of Manholes	00490.90(a)	2	EA		
6	Adjusting Boxes	00490.90(d)	3	EA		
7	Adjusting Catch Basins	00490.90(e)	9	EA		
8	Level 3, 1/2-inch Dense Asphalt Concrete Pavement (ACP)	00744.90(a)	70	TN		
9	4-inch Concrete Sidewalk	00759.90(o)	4120	SF		
10	Concrete ADA Ramps	00759.90 (p)	3740	SF		
11	Concrete Curb and Gutter	00759.90(q)	580	LF		
12	Pavement Legend, Type B-HS: White Arrow	00867.90(a)	1	EA		
13	Pavement Legend, Type B-HS: Bicycle Lane Stencil	00867.90(m)	3	EA		
14	Pavement Bar Type B-HS: White 4-inch	00867.90(t)	40	FT		
15	Pavement Bar Type B-HS: White 12-inch	00867.90(u)	360	FT		
16	Metal Pipe Sign Supports	00930.90(p)	9	EA		
17	Signs, Standard Sheeting, Sheet Aluminum	00940.90(b)	77	SF		
					Total \$	

Terms, Declarations and Bid Submittal

Bidder's Understanding

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract documents, and by such other means they may deem to be necessary. It is understood and agreed that in the event the City has obtained information from data at hand regarding underground or other conditions or obstructions depicted in the Contract documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

Bid

The undersigned Bidder having examined the Specifications and Contractual Documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete the project in accordance with this Bid, the Contract Plans, Oregon Standard Specifications for Construction, with revisions specific to Springfield for Section 100, Parts 00200 through 03000 of the 2024 Oregon Standard Specifications for Construction, the Special Provisions, and all other Contractual Documents at the prices and on the terms herein contained.

The unit price Bids are submitted with the understanding that the quantities stated are approximate and are given only as the basis of calculation for comparison of Bids and determining that the unit prices are balanced and that final payment for all unit price items will be based on actual quantities.

It is understood that in the instance of a discrepancy between the unit price and the extension (total price extension) the unit price shall govern. The extension shall be determined by multiplying the unit price by the number of units (approximate quantity).

Bid Guarantee

As required by ORS 279C.365(5) each Bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written upon a bank in good standing and in a form acceptable to the City, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010. The Bid Bond may not be altered.

Such Bid Guarantee shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance and/or Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays excepted) after receiving Contract from the City for execution. For information regarding Performance and Payment Bond requirements, see City of Springfield Contract document, Section 5. City Bonding.

Bid Acceptance Period

This Bid will remain subject to acceptance for a period of 60 days after the bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of the City.

Contract Award

Bids will be accepted and awarded in accordance with Oregon Public Contracting Law, the 2024 Oregon Standard Specifications for Construction, and the City's most recent version of Part 00100 with Springfield-Specific Revisions.

Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to the City's satisfaction that they have a complete and clear understanding of all requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375.

Time is of the Essence

Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the work may inconvenience the public, interfere with business and commerce, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion shown below, or as adjusted by Contract Change Order, has expired.

Liquidated Damages

The City of Springfield and the Contractor agree that; (a) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (c) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the contract time by the Contractor.

a. Delay

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$500.00 per day in accordance with section 00180.85 of the 2024 Oregon Standard Specifications for Construction..

b. Failure to Report Spills

The Contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

Contract Time of Completion

The Contractor shall not begin work under this Bid until written Notice to Proceed has been received and a pre-construction meeting has been held. All work performed under this Bid shall be completed by August 31st, 2026, with the following conditions:

1. All areas except for W. L. St. Cul-de-sac:
Construction activities shall be completed by April 30th, 2026
2. W. L. St. Cul-de-sac:
No work shall be performed before June 15th, 2026. See section B1.3 for additional information.

Certifications

The undersigned hereby certifies that:

- 1.) If awarded the Contract, that they shall fully comply with all provisions regarding the prevailing wage rates as required by ORS 279C.800 to 279C.870 and/or 40 U.S.C. 2762 as applicable.
- 2.) The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the Contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.
- 3.) The Contractor, Subcontractor or other person doing, or contracting to do, or contracting for the whole or any part of the work on the Contract shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 4.) In conformance with OAR 137-049-0440(3) and ORS 279A.110(4) the Contractor has not, and will not, discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
- 5.) In accordance with ORS 279C.505, the Contractor will;
 - a.) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.
 - b.) Promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.
 - c.) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d.) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - e.) Have an employee drug testing program in place at the time of signing the contract and will maintain such drug testing program in place over the life of the Contract. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.
- 6.) In accordance with ORS 279C.510, If demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).
- 7.) In accordance with ORS 279C.520, no person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.

- 8.) In compliance with ORS 279C.525, the Contractor has received and reviewed Federal, State and local agencies that may have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of this Contract as identified under Section 13 of the Contract. Accordingly, if the Contractor is delayed or must undertake additional work by reason of ordinances, rules, or regulations relating to the prevention of environmental pollution and the protection of natural resources subsequent to the date of submission or the successful quote, the City may:
- a.) Terminate the Contract,
 - b.) Complete the work itself,
 - c.) Use non-owner forces already under contract with the City of Springfield,
 - d.) Solicit bids for a new contractor to provide the necessary services under competitive bid requirements 279C,
 - e.) Issue the Contractor a change-order setting forth additional work that must be undertaken.
- 9.) In accordance with ORS 279C.530, the Contractor will;
- a.) Promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:
 1. May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any contract entered in pursuant thereto; or
 2. Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service; and
 3. All employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.
- 10.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the *List of Contractors Ineligible to Receive Public Works Contracts*, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.
- 11.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the Construction Contractor's Board *Not Qualified to Hold Public Contracts* list, will perform work under this Contract, as specified in ORS 701.227(4).
- 12.) The Contractor performing work on this project shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560 as applicable in place at the time the quote is presented.
- 13.) Prior to performing any work under the Contract all Subcontractors shall have a current, valid certificate of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.520 as applicable.

- 14.) In compliance with ORS 279C.836, the Contractor shall confirm that all Subcontractors have a valid public works bond on file with the Construction Contractors Board prior to allowing them to perform any work under the Contract.
- 15.) If the Contract specifies that the project includes Asbestos Abatement, the Contractor and all Subcontractors performing work on the project shall be licensed in accordance with ORS 467A.720 prior to performing any work on the project. Certification of compliance shall be presented to the City upon request.
- 16.) The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City of Springfield for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract.
- 17.) The Contractor and all Subcontractors shall comply with all applicable provisions of the Americans With Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

Bid Addenda

All Addenda issued are considered to be part of the specifications of the Invitation to Bid and, as such, are as incorporated into the Contract as specified in 00120.15 if the 2024 Oregon Standard Specifications for Construction.

By signing below, I acknowledge the receipt of the following Addenda documents and certify that the specifications contained in each have been considered and incorporated into the Bid as presented. All Addenda must be included with the Bid submitted.

Addenda Number	Addenda Date

Declarations

As required by ORS 305.385(6), under penalty of perjury, by signing below the Contractor represents that, to the best of their knowledge, neither they nor any applicable Subcontractors performing work under the Contract are in violation of any tax laws as described in ORS 305.380(4) and have complied with the tax laws of this state or a political subdivision thereof including, but not limited to, ORS 305.620 and ORS Chapters 316, 317 and 318. The Contractor shall also covenant to continue to comply with the tax laws of this state or a political subdivision thereof during the term of the Contract and that Contractor’s failure to comply with such laws prior to execution of the Contract or during the term thereof is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

The undersigned Bidder declares that the only persons or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this project.

I have read, fully understand, and agree that as Bidder I, and all Subcontractors, will comply with all of the terms and conditions of the contract for which this Bid is presented. By signing below I attest that I am an

officer or a duly authorized representative of the business listed below and that I possess the legal authority to submit this Bid for consideration.

If the Bid is submitted by a joint venture and is in the name of the joint venture, by signing below I certify that all parties have examined this Bid, including all requirements and the Contract terms and conditions and, if successful, the joint venture shall execute a Contract which incorporates the stated requirements, terms and conditions.

Bidder's Signature _____

Bidder's Name *(Please Print)* _____

Title _____

Business Name _____

Business Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

Date _____ E-mail Address _____

CITY OF SPRINGFIELD

INSTRUCTION TO BIDDERS Local Funding Sources



1. Contracting Law

The Bidder is presumed to be familiar with all federal, state, and local laws, ordinances, and regulations, orders, and decrees which affect those engaged or employed in the work, materials, or equipment used in the proposed construction or which may affect the conduct of the work. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to or inconsistent with any law, ordinance, or regulation, he/she shall immediately report it to the Owner in writing.

The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

2. Prequalification

There is no prequalification application to this Contract. Bidders unfamiliar to the City and who are not currently pre-qualified with ODOT or the City, may be required to prove to the City that they have the adequate resources, experience and equipment to complete the work.

3. Contract Documents

3.1 Plans and Specifications

Plans, Specifications, and any additional information relative to this project which are on file in the City Engineer's Office shall be made available there for inspection by prospective Bidders.

3.2 Examination of Contract Documents and Site of Work

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract Documents, and by such other means. It is understood and agreed that the City has obtained information regarding underground or other conditions or obstructions depicted in the Contract Documents from data at hand. There is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

3.3 Interpretation of Contract Documents

If it should appear to a Bidder that the work to be done is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the individual shown, in the manner instructed and within the timeframe indicated in the Invitation to Bid advertisement. Questions received will be evaluated and if, in the judgment of the City, the response does not alter or amend the requirements or scope of the Invitation to Bid, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the project webpage as shown in the Invitation to Bid. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended

the Pre-Bid Meeting and provided an accurate e-mail address on the sign-in sheet. Such addenda shall have the same binding effect as though contained in the main body of the Contract Documents. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by City.

3.4 Addenda to Contract Documents

Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for filing the Bids shall be binding upon the Bidder. Addenda will be posted to the City's website at [Invitations to Bid - Development & Public Works - City of Springfield Oregon](#); click under the project the addenda pertains to. The Contractor should check the website frequently for new postings during the open bid period. The City shall make a reasonable effort to notify all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-mail address on the sign-in sheet when addenda are issued. Failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance.

4. Estimate of Listed Quantities

The estimate of quantities of work to be done under unit price bids is approximate and is given only as the basis of calculation for comparison of Bids and award of the Contract. The Owner does not agree that the actual amount of work will correspond precisely to the amount as shown or estimated. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

The Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof.

5. Bid

5.1 Bid Submittal and Forms

The complete set of bid documents for this project consists of two sections, the Invitation to Bid Documents and the Project Plan Set.

For the City of Springfield to consider your bid responsive, you must include all documents listed in the Instruction to Bidders, in numerical order according to the Table of Contents.

The forms that must be included with all bid submittals, include:

1. Bid Submittal, Terms and Declarations
2. First-Tier Sub-Contractor Disclosure Form
3. Financial Responsibility Form
4. Certificate of Compliance - Statement of Non-Discrimination/ORS 279A.110
5. Minority, Woman and Emerging Small Business/Disadvantaged Business Enterprise Form (MWESB)
6. Conflict of Interest Disclosure Form (COI)
7. Non-Collusion Affidavit
8. Bid Bond

The Project Plan Set is not required to be submitted as part of your bid.

Additionally, any addenda or revisions must be acknowledged and submitted with your Bid.

The Bid Submittal, Bid Bond, Certified Check, or Cashier's Check shall be enclosed in a sealed and labeled

envelope. The outside of the envelope shall plainly identify: The project name and project number and (2) The Bid opening date. All Bids must be clearly and distinctly typed or written with ink or indelible pencil. Unless otherwise specified, Bidders shall bid on all Bid items, and must include in their Bid prices the entire cost of each item of work set forth in the Bid.

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a Bid embracing alternate Bids. If, in the opinion of the City, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid may be rejected.

Sealed Bids shall be labeled clearly, addressed to Amanda Clinton, Contracts Analyst, and received at City of Springfield, City Hall, Development and Public Works, "Southeast Quad", 225 Fifth St. Springfield, Oregon, 97477 at, or before, the time and date noted on the Invitation to Bidders, after which time the Bids will be publicly opened and read aloud.

All Bids shall be on the form furnished by the City, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. The only exceptions to this requirement are the Performance Bond, Payment Bond and the Contract documents which are provided here as a reference. However, if you are awarded the Bid, you will be required to submit fully executed copies of these documents upon request.

5.2 First Tier Subcontractor Statement

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). If the total Bid price for the contract exceeds \$100,000, the Bidder shall submit on the form provided (within two working hours of the date and time of when the bids are due), a list of all first-tier subcontractors (those entities that would be contracting directly with the prime Contractor) which will be furnishing labor or material on the Contract whose subcontract value would be equal to or greater than 5 percent of the total Bid price, but at least \$15,000. Also, any Subcontractor with a subcontract value greater than \$350,000, regardless of the percentage of the total Bid price, must be listed. The following information must be listed: a) The Subcontractor's name and address, b) The Subcontractor's Construction Contractor Board registration number, if one is required, and c) The subcontract dollar value. If no subcontractors are being used that are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the accompanying form. The form may be submitted with the Bid or may be submitted separately in a separate envelope from the Bid within two hours after the bid opening. The envelope containing the form should be marked "Subcontractor Disclosure Form Submitted for Project PXXXXX" and should also be marked with the name of the Bidder.

5.3 Non-Discrimination

Pursuant to ORS 279A.110, that the bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the bidder has violated subsection (1) of ORS 279A.110. The Bidder certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

5.4 Non-Collusion

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

a separately attached statement. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement. The bidder understands and acknowledges that the above representations are material and important and will be relied on by the Agency, in awarding the contract(s) for which this bid is submitted. The bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Agency, of the true facts relating to the submission of bids for this contract.

5.5 Compliance With Oregon Tax Laws:

By signature on this bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of bidder, that the undersigned has authority and knowledge regarding bidder's payment of taxes, and that bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

5.6 Withdrawal, Modification, or Alteration of Bid

A Bid may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw its Bid or any portion thereof after the time set for the opening of Bids until a Contract has been awarded and executed or until sixty (60) days have elapsed since the Bid opening. Negligence on the part of the Bidder in preparing its Bid confers no right to withdraw its Bid after the scheduled closing time for filing Bids.

Prior to the scheduled closing time for filing Bids, changes may be made provided the changes are initialed by the Bidder or its Agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City will prevail.

5.7 Late Bids

Bids received after the scheduled closing time for filing Bids as set forth in the Invitation to Bidders will be rejected and returned unopened to the Bidder unless such closing time is extended by the City.

5.8 References

In order to comply with the requirements of ORS279C.375 regarding the determination of bidder responsibility, completion of the *Financial Responsibility Form* included in the Invitation to Bid documents must be completed in full. The City will use the information provided to ascertain the financial responsibility of the bidder as it pertains to the specific criteria to be considered prior to award of a public works contract.

The City reserves the right to investigate the references, financial capacity, credit history and past

performance of any Bidder, including service(s) provided to City of Springfield, with respect to their successful performance on other projects; compliance with specifications and contractual obligations; expertise regarding the completion and submission of Certified Payroll Reports; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. The City reserves the right to use any information or reference that may be discovered in evaluating any bid. The City reserves the right to find a bid to be nonresponsive for failure or refusal of bidder to provide all information in a timely manner, as requested. The city may postpone issuance of a Notice of Intent to Award in order to complete its investigation. The City reserves the right to reject any bid at any time prior to the City's execution of a Contract in the event reference checks prove unsatisfactory. The City's investigation may include Bidder's previous business entities of the principals involved. If more than one Bidder is involved the City may investigate each entity. In the event that the city requests information from the Bidder the completeness of the information submitted, its veracity and the extent to which it has been independently verified will impact the City's decision.

5.9 Bid Ownership

All material submitted by the Contractor shall be considered the property of the City, and as such, shall not be returned to the Contractor after the deadline for submission of the Bid in question has passed. After opening, all bids will become part of the public record unless exempt under Oregon Public Records Law, see ORS 192.501, ORS 192.502 and ORS 279C.340.

5.10 Rejection of Bids

The City reserves the right to reject any or all Bids in whole, or in part, or to waive irregularities not affecting substantial rights.

General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the City Council and submit satisfactory evidence that he or she has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer.

The City also reserves the right to reject any Bid which is 10 percent greater or 20 percent less than the Engineer's estimate or any Bid which contains item bids which vary more than 30 percent plus or minus from the Engineer's item bid estimate.

6. Payments by Contractor

6.1 Wages

It is agreed that if this project qualifies under Oregon law as a prevailing wage rate public works project, each worker in each trade or occupation employed in the performance of this Contract—whether by the Contractor, a Subcontractor, or any other person performing any portion of the work—shall be paid not less than the applicable prevailing wage rate.

If this project is funded in whole or in part by both state and federal funds and is subject to the Davis-Bacon Act, the applicable prevailing wage rate shall be the higher of the federal or state prevailing rate for each classification of labor.

Prevailing wage payments shall include both hourly wages and fringe benefits, as required, for each classification in the locality where the work is performed.

The state prevailing wage rate is the rate in effect at the time the initial specifications were first advertised for bid solicitation, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815. The federal prevailing wage is determined by the U.S. Department of Labor under the Davis-Bacon Act.

6.2 Certification

No Bid will be received or considered by the City unless the Bid contains a statement by the Bidder as part of the Bid that the Bidder shall comply with provisions regarding prevailing rates of wages required by ORS 279C.840.

**CITY OF SPRINGFIELD
PUBLIC IMPROVEMENT CONTRACT**

FOR USE WITH OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION

PROJECT # P21147

Dated:

Parties: City of Springfield "CITY"
A Municipal Corporation of the State of Oregon
225 5th Street
Springfield, OR 97477

and

"Contractor"

Additional Contractor Information:

- a) Type of Entity: Sole Proprietorship Partnership
 Limited Liability Comp Corporation
- b) Address:
- c) Telephone:
- d) Fax No:
- e) If Applicable, Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: <https://www.sam.gov/portal/public/SAM/>: Yes No

City Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage

RECITALS

Contractor was the successful bidder for the contract for the construction of the public improvement project described in the plans and specifications for the project that were included in the bid documents and the 2024 Oregon Standard Specifications for Construction, issued by the Oregon Department of Transportation, as modified by the City's Amendments to the Specifications for the Project and any other Supplemental Specifications and Special Provisions included in the Bid Documents (all specifications, plans, Standard Drawings, Supplemental Specifications and Special Provisions included in the Contract are collectively referred to herein as the "Specifications") which form a part of the Contract.

AGREEMENT

- 1. The Contract.** The Contract between the City and Contractor (the "Contract") includes this Document and its exhibits, together with all of the documents and materials included in the definition of the "Contract Documents" in 00110.20 of the Specifications. In addition, the Contract between the City and Contractor shall be deemed to incorporate all reports, records, laws, rules and orders referenced in the Contract documents.

This Document includes and incorporates the following Exhibits:
Exhibit A - Solicitation Documents.

- 2. Definitions.** Unless otherwise specifically defined in this Document, all capitalized terms which are not proper nouns shall have the meanings assigned thereto in the Specifications.
- 3. Project.** The project is generally described as: Work consists of the construction of ADA Ramp improvements at the intersections of 21st St and Centennial Blvd, 21st St and L St, E St and N. 51st St, E St Cul-de-sac and L St cul-de-sac. As well as the construction of new sidewalk on the West side of 21st St between Centennial Blvd and L St; and the north and south sides of E St between N. 51st and 52nd St.
- 4. Work to be Performed.** Contractor agrees to furnish all services, labor, materials and equipment for and to construct the improvement listed above (the "Project"), according to the Bid Documents ("the Work") and according to the provisions of the Contract. All parts of the Work are the sole responsibility of Contractor.
- 5. Time of Commencement and Completion.** Time is of the Essence of the Contract. The time in which Contractor shall commence, prosecute and complete the Work is described in Section 00180 of the Specifications.
- 6. Contract Amount.** The Contract Amount is \$_____ and consists of unit prices bid by Contractor multiplied by estimated quantities, together with lump sum amounts for portions of the Work, as described on Contractor's Bid attached hereto. The actual sum payable to Contractor for the Work shall be based on lump sum amounts and actual quantities, as modified by Change Orders and adjustments made in accordance with the Specifications. Payment will be made as provided in the Specifications.
- 7. Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by City) and hold harmless the parties as described in 00170.72 of the Specifications.
- 8. Insurance.** Contractor shall maintain in force for the duration of the Contract the insurance coverages specified in 00170.70 of the Specifications. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase Contractor's coverages by the amount of the statutory limit increase for such claims and to increase the aggregate coverage by an amount that is

twice as large as the statutory increase. The adequacy of all insurance required under the Contract shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

8.1.Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

8.2.Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within two days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to City Finance Department at purchasing@springfield-or.gov. Regardless of what circumstances cause Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

9. Performance and Payment Bonds. Prior to the commencement of the Work, Contractor shall provide good and sufficient performance and payment bonds as described in 00130.40 of the Specifications for approval by City and in the form of the bonds included in the Solicitation Documents.

10.Termination and Suspension. City may terminate the Contract or suspend the Work at any time as provided in 00180 of the Specifications.

11.Nonresident Contractors.

11.1. 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 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.

11.2. As used in this paragraph, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

12.Default; Remedies. Upon Contractor's default or if in the public interest, City may terminate the Contract and take all other remedial actions available to City, as further specified in the 00180.90 of the Specifications. Without limiting the City's right to

disqualify Contractor pursuant to ORS279C.440, if Contractor willfully violates any of the provisions of sections EC 4.615 to 4.650 of The Eugene Code, 1971 or any of the provisions of State law or City's administrative rules governing public contracts, or if Contractor knowingly files false affidavits or certificates of compliance required under the Contract, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by City. City's claims for damages and any other equitable relief available to City resulting from Contractor's breach shall survive a termination of the Contract.

13. Liquidated Damages. In the event the Work is not completed within the contract time as specified in the Contract, Contractor shall pay to City liquidated damages, as further specified in 00180.85 of the Specifications.

14. Notices. Any written notices permitted or required by the Contract shall be delivered according to 00150.30 of the Specifications to the attention of the representatives of the parties set for below, or such other address and/or numbers as either party may provide to the other by notice given in accordance with this provision.

Contractor: [Add contractor name, address, phone, fax or email]

City: Jesse Jones, P.E, Sr. Civil Engineer, 225 5th Street, Springfield, OR 97477

15. Contract Documents; Interpretation. Where possible, all parts of the Contract shall be interpreted in a manner that avoids conflict between the various documents and their provisions. In the event that any provision of this Document conflicts with any provision of the Specifications, the discrepancy will be resolved in the order of precedence in 00150.10 of the Specifications.

16. Dispute Resolution. All disagreements, protests, and claims relating to the Contract, including claims for additional compensation and time for performance and completion of the Work, must be resolved according to section 00199 of the Specifications.

17. Venue & Choice of Law. The Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. If federal funding is included in the Contract, applicable Federal requirements govern in the event of conflicts among Federal, State and local laws. Any dispute between the Agency and the Contractor that arises from or relates to this Contract and is not resolved under the provisions of 00199 of the Specifications, shall be brought in the forum described in 00170.00.

18. Force Majeure. If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, City may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If City elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.

19. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be

affected; the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20. Waiver. Failure of City to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

21. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of City. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

22. Assignment/Subcontract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of City. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

23. Compliance with All Government Regulations. Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor. This section includes, but is not limited to, compliance with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

24. Construction of Agreement. This Contract shall not be construed more favorably to City due to the preparation of this Contract by City. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

25. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

26. Third Party Beneficiaries. The parties to the Contract do not intend to confer on any third party any rights under the Contract, except as otherwise described in 00170.79 of the Specifications. All Subcontractors are third parties.

27. Survival. Any obligation arising under the Contract which is not, or cannot be performed or paid prior to the expiration or termination of the Contract, including, but not limited to, all provisions concerning the quality of the Work, warranties and obligations for payment, indemnification, and reimbursement, shall survive termination or expiration of the Contract.

CITY OF SPRINGFIELD:

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

**City of Springfield Public Contract Addendum
Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services**

Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:

1. The contractor must make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1).
2. The contractor must pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. That contractor must not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
4. The contractor must pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
5. If the agreement is for lawn and landscape maintenance, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
6. The contractor must promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
7. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
8. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
9. If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
10. If the contract is for services, persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Contractor shall give notice in writing to employees who work on a contract for services, 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 hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

PREVAILING WAGE RATE INFORMATION

Prevailing Wage Rates information can be found at the following website:

[BOLI : Prevailing Wage Rates : For Employers : State of Oregon](#)

For the proper Prevailing Wage Rates applicable to this project, please refer to the following publications:

1) *Prevailing Wage Rate Publication; Prevailing Wage Rates for Public Works Contracts in Oregon, effective October 5th, 2025*

a) *PWR Apprenticeship Rates effective October 5th, 2025.*

Effective January 1, 2023, Senate Bill 588 removes the exemption of sick time for employees covered by a collective bargaining agreement. You can find a list of frequently asked questions at BOLI's website:

<https://www.oregon.gov/boli/employers/Documents/FAQ%20for%20SB%20588.pdf>. For any questions regarding sick time, please contact BOLI's Employer Assistance Program at 971-361-8400 or employer.assistance@boli.oregon.gov.

If you have prevailing wage rate questions, please contact the Wage and Hour Division's Prevailing WageRate Unit at 971-245-3844, Option 2, or PWR.Email@boli.oregon.gov.

FIRST-TIER SUBCONTRACTOR DISCLOSURE STATEMENT

ORS 279C.370 requires that bidders disclose to the City of Springfield certain first-tier subcontractors. When the contract value for a public improvement is greater than \$100,000, the bidder shall list below the names, the Construction Contractors Board number and location of place of business of each subcontractor who will be furnishing labor or labor and materials in connection with the public improvement and whose contract value is equal to or greater than:

five percent of the total project bid or \$15,000, whichever is larger; or
\$350,000 regardless of the percentage of the total project bid.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within 2 working hours after the advertised bid closing time. This form must be submitted regardless of the use of subcontractors. Mark "None" in the subcontractor list if there are no subcontractors that need to be disclosed. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid may not be considered for award.

If the form is submitted separately from the bid it should be enclosed in an envelope marked:

"Subcontractor Disclosure Form Submitted for Project P21147 for (Bidder's Name):"

Project Number: _____

Project Title: _____

Bid Closing: Date: _____ Time: _____

Disclosure Deadline: Date: _____ Time: _____

Bidder's Name: _____

Bidder's Telephone Number: _____

Contact Person: _____

Check here if the bid amount less deductive alternates, if any, is \$100,000 or less. If the bid amount less deductive alternates, if any, is less than \$100,000 the remainder of the form does not need to be completed, but the form must still be submitted.

List below the *Name, Address, Telephone Number, Contact Person, and Construction Contractor Board (CCB) number* for each subcontractor that will be furnishing labor or labor and materials that are required to be disclosed, the category of work that the subcontractor will be performing, and the dollar amount of the subcontract. *(If needed, please attach additional sheets.)*

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

CITY OF SPRINGFIELD
Public Improvement Contracts
ORS 279C.375

FINANCIAL RESPONSIBILITY FORM

Organization Name: _____

Principal(s): _____
Name / Title

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

The information provided in this form is part of the City's inquiry concerning Bidder responsibility pursuant to ORS 279C.375 for public works/public improvement projects. Please print clearly or type.

Answer all questions. Submission of a form with unanswered questions, incomplete, or illegible answers may result in a finding that you are not a responsible Bidder. This document will become part of your response to the solicitation and will be subject to Oregon Public Records laws. Any information that may be considered confidential must be marked according to instructions in the solicitation document.

1. Is your company a Resident Oregon Bidder as defined in ORS 279A.120?

Resident Non-resident

Note: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business in this state and has stated in the bid whether the bidder is a "resident bidder".
ORS 279A.120(1)(b)

2. Contractor's Construction Board Number: _____ as required by ORS 701.055.
Expiration date: _____

3. Companies from whom you obtain surety bonds:

Surety Company #1
Name: _____
Contact Name: _____
Telephone: _____ FAX: _____
Present Amount of Bonding Coverage (\$): _____

Surety Company #2 (if needed)
Name: _____
Contact Name: _____
Telephone: _____ FAX: _____
Present Amount of Bonding Coverage (\$): _____

4. Has your application for Surety Bond ever been declined within the past 10 years?

Yes No

If yes, explain. _____

5. During the past two years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?

Yes No

If yes, explain. _____

6. Has a judgment been entered against your company within the past 15 years finding it to be in breach of any contract for unperformed or defective work?

Yes No

If yes, explain. _____

7. Has any officer, employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?

Yes No

If yes, explain. _____

8. Has any officer, employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?

Yes No

If yes, explain. _____

9. Has your company or any officer, employee or agent of your company been convicted under state or federal antitrust laws?

Yes No

If yes, explain. _____

10. Has any officer or partner or principal of your organization ever been an officer, partner or principal of another Organization that failed to complete a construction contract?

Yes No

If yes, explain. _____

11. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$_____. What portion of this amount remains available at time of completion of this form? \$_____.
12. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy proceeding?
 Yes No
If yes, explain. _____

13. Does your firm or any first tier subcontractors have any outstanding judgments pending against it?
 Yes No
If yes, explain. _____

14. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "Yes" even if the matter proceeded to arbitration or mediation without court litigation.
 Yes No
If yes, explain. _____

15. Has any officer, partner, or principal of your company discontinued business operation with outstanding debts?
 Yes No
If yes, explain. _____

16. Have all officers, partners or principals of your company and, to the best to your knowledge, all applicable Subcontractors, complied with the tax laws of this state or a political subdivision thereof including, but not limited to, ORS 305.620 and ORS Chapters 316, 317 and 318?
 Yes No
If no, explain. _____

17. Complete the attached Experience/ Reference form, Attachment 1, for your firm and submit with bid package.
18. Include with bid package a list of other business entities in which the Principles of your firm are currently or have previously been involved with or financially obligated to during the past 5-10 years.

19. At the sole discretion of City prior to award, responsive bidders may be required to submit Financial Statements including but not limited to one or more of the following: Balance Sheet, Profit and Loss Statement, Statement of Cash Flow, and/or past tax returns for the most recent past two (2) years.

Declaration and Signatures

The undersigned hereby declares that he or she is duly authorized to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. The undersigned further agrees to provide additional financial statements (described in #20 above) upon request by City's Finance Director. Incomplete, incorrect or misleading information may be reason for a determination by the City of non-responsibility.

By: _____ Date: _____
(Signature of authorized official)

Name: _____ Title: _____
(Please type or print) (Please type or print)

For: _____
(Firm's name - Please type or print)

Business Organization: (Check one)

- | | | | |
|--------------------------|---------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | Limited Liability Company |
| <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Sole Proprietorship |
| <input type="checkbox"/> | Joint Venture | <input type="checkbox"/> | Other _____ |

Attachment 1

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

Contract #2

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

Contract #3

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

References – minimum of two project owner references and two subcontractor references. References may be contacted to discuss submitting Contractor's qualifications.

#1 Project Owner Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#2 Project Owner Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#1 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#2 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

**CERTIFICATION OF COMPLIANCE
STATEMENT OF NONDISCRIMINATION**

The undersigned bidder hereby certifies that the bidder has not discriminated, and will not, discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 as required by ORS 279A.110.

Company Name *(Please Print)*

Bidder's Name *(Please Print)*

Bidder's Address	City	State	Zip
------------------	------	-------	-----

Bidder's Signature

Title

Date

Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # _____ or Project No. **P21147**

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the City. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Business Name: _____

Contact Person: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)
- None of the above



CITY OF SPRINGFIELD
Development and Public Works

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being first duly sworn, on oath says that the bid submitted to which this affidavit is a part, is a genuine and not a sham or collusion bid, or made in the interest of or on behalf of any person not therein named; and that the person, firm, association, joint venture, partnership, co-partnership or corporation herein named, has not directly or indirectly induced or solicited any Bidder to put in a sham bid, nor directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition bidding in the preparation and submission of a bid for consideration in the award of a Contract for the **“(Sidewalk) Filling the Gaps”** sought by the **CITY OF SPRINGFIELD** described in the Contract Documents of which this affidavit is a part; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

(Bidder)

SUBSCRIBED AND SWORN TO before this _____ day of _____, 20 ____.

(Signature)

(Print Name)

Notary Public in and for the State of _____

My commission expires: _____

NOTE: This form must be completed and submitted with the bid.

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Oregon Department of Transportation, TGM Program

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the ODOT Conflict of Interest Guidelines for Procurements & Contracts ("COI Guidelines") available on the Internet at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx> (under "Guidance, Policy & Resources"). The definitions of terms used in this COI Disclosure Form shall be those provided in the ODOT Conflict Of Interest Guidelines (note that "Public Official" includes all Agency employees).

This COI Disclosure Form is submitted in response to (check only one):

- Agency RFP# _____ [or] ITB# _____
- Contract # _____
- Price Agreement # _____ WOC# _____ [or] PO# _____
- Changes to COI Disclosure Form previously submitted for RFP # _____, ITB # _____, Price Agreement # _____, WOC # _____, Contract # _____

This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. A Firm's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

- (a) the Firm's disclosures are complete, accurate, and not misleading.
- (b) the Firm has provided the ODOT COI Guidelines to all Associates and Subcontractors (if any) and the present form includes or has attached any required COI disclosures from those sources.

I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Firm identified below:

Complete Legal Name of Firm: _____
Address: _____
Telephone: _____ **Fax No:** _____
Authorized Representative's Name (printed): _____
Signature: _____ **Date:** _____

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
 - (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)
1. a) Is any Associate of the Firm a former employee of Agency within the last two years that had or will have involvement (on Agency's or Firm's behalf) with this Procurement, Contract, subcontract, or the prospective Project?? **No** **Yes**
- b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No** **Yes**
- c) Is any Associate of the Firm a Relative or Member of the Household of a current local government employee that had or will have any involvement with this Procurement or Contract Authorization? **No** **Yes**

If the answer to either of the above questions is “Yes”, complete the attached “Relatives and Former Agency and Local Government Employees” table (Part A and/or Part B and/or Part C, as applicable).

2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest (“Individual” or “Organizational”) with regard to any known member of the evaluation or selection team for this Procurement? **No** **Yes** **Comments:**

3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No** **Yes** **Comments:**

4. Does the Firm or any Associate of the Firm have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for Agency or acquisition of any real property for the Project? **No** **Yes** **Comments:**

5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official’s vote, official action or judgment would be influenced thereby? **No** **Yes** **Comments:**

6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period?
No **Yes** **Comments:**

7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency?
No **Yes** : **Comments:**

8. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.)
No **Yes** **N/A** **Comments:**

9. Is the Firm or any Associate of the Firm presently providing transportation and land use planning (TLUP) services, or have they provided TLUP services within the last two years to:
 - o local government(s) involved in the WOC? **No** **Yes**
 - o property owners or developers within the study area? **No** **Yes**

If the answer is “Yes” to either of the above, please list in the table in Part D the projects or Services completed within the last two years or presently underway.

10. Has the Firm or any Associate of the Firm entered into personal services contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?
No **Yes** **Comments:**

Relatives and Former Agency and Local Government Employees

For each employee of the Firm that was employed by Agency within the last two years, state the job the employee performed for Agency, the role the employee now serves for the Firm and the date the employee left Agency.

Use Part B for Firm Associates with Relatives or Members of the Household working for Agency that had or will have involvement with this Procurement or Contract.

Use Part C for Firm Associates with Relatives or Members of the Household working for local government(s) that had or will have involvement with this Procurement or Contract.

<p>Part A: Employees that left Agency in the last two years and had or will have involvement with this Procurement, Contract, subcontract, or the prospective Project.</p> <p>Instructions: If applicable, enter employee name(s) and the date(s) they left the Agency. For each employee identified, enter employee role information in Column C or D or both C and D, as applicable.</p>			
Column A	Column B	Column C	Column D
Employee Name	Date employee left Agency	Role performed on behalf of Agency related to this procurement or prospective Project	Proposed Role on behalf of Firm in current Procurement, Contract, subcontract or Project

<p>Part B: Identify Associates of the Firm that are Relatives or Members of the Household of Agency employees currently working for Agency, if the Agency employee had or will have any involvement with this Procurement or Contract.</p>			
Firm Associate's Name	Name and Relationship of Relative or Member of Household Employed at Agency	Role at Agency	Agency employee's Role with this Procurement

<p>Part C: Identify Associates of the Firm that are Relatives or Members of the Household of current local government employees, if the local government employee had or will have any involvement with this Procurement or Contract.</p>			
Firm Associate's Name	Name and Relationship of Relative or Member of Household Employed at Local Government	Role at Local Government	Local Government employee's Role with this Procurement

Services within Project Study Area

Part D: Identify, Within the Project Study Area, Any Transportation and Land Use Planning Services, Presently Provided Or Provided in the Last Two Years.	
Firm Associate's Name	Transportation and Land Use Planning Services Provided (If for a specific property or parcel, include the location, approximate size, and any pending required local government actions)

(Make copies of this form as needed to list additional employees.)



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____

(Witness)

(Principal) *(Seal)*

(Title)

(Witness)

(Surety) *(Seal)*

(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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Document A310™ – 2010 Instructions

Bid Bond

GENERAL INFORMATION

Purpose. AIA Document A310–2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™–1997, Instructions to Bidders; and AIA Document G612™–2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310–2010

Modifications. Particularly with respect to professional or contractor licensing laws, bonding codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making the kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealings encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

REPRODUCTION SAMPLE REPRODUCTION

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3 the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety company, to be identical to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceases working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

SAMPLE

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____


Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

 **AIA**® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were or equipment was, furnished or supplied or for whom the labor was done or performed within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including a minimum:

1. the name of the Claimant;
2. the name of the person for whom the labor was done, or materials or equipment furnished;
3. a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
4. a brief description of the labor, materials or equipment furnished;
5. the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. the total amount claimed by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
7. the total amount of previous payments received by the Claimant; and
8. the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.