

WESTERN LANE FIRE & EMS AUTHORITY

INVITATION TO BID

Contractors are invited to bid on the Western Lane Fire & EMS Authority Station 1 Dry Rot Repair Project (Project). The Project generally consists of removing and replacing existing siding with fiber cement panels and fiber cement battens; disposal of all debris; drain wrap behind fiber cement panels; evaluate and repair all substructure damage to include sub sheeting, any damaged structural member, drywall where needed, and insulation where needed; paint exterior to match existing building color; paint interior at new dry walled area, if needed; diamond plate panels at top of wall for ladder training area; remove and replace existing windows in stairwell area; and all job site cleanup. Sealed bids must be received on or before October 23, 2026 at 3:00 pm. Complete bids must be received by the Western Lane Fire & EMS Authority (Authority), addressed as follows by the closing date and time, or they will be rejected as non-responsive:

Western Lane Fire & EMS Authority
Andy Gray, Division Chief
2625 Hwy 101
Florence, OR 97439

Bids will be publicly opened immediately following this closing.

The terms, conditions and specifications for this Project (Project Documents) may be examined at the Authority at the address listed above, between the hours of 9:00 am to 4:00 pm from the date of this notice until October 23, 2026 at 3:00 pm. The Project Documents will be available at the above location and are downloadable from the Authority website at <https://www.wlfea.org/> from the date of this Notice until October 23, 2026. Copies may be obtained from the Authority by contacting Western Lane Fire & EMS Authority, Andy Gray, Division Chief at andy@wlfea.org or (541) 999-8862.

INSTRUCTIONS TO BIDDERS

Bids will be received by Western Lane Fire & EMS Authority (hereinafter called "Authority") on or before October 23, 2026 at 3:00 pm. Complete bids must be received and addressed, as follows by the closing date and time, or they will be rejected as non-responsive:

Western Lane Fire & EMS Authority
Andy Gray, Division Chief
2625 Hwy 101 N
Florence, OR 97439

Bids will be publicly opened immediately following this closing.

Each bid must be submitted in an opaque, sealed envelope, addressed to Andy Gray, Division Chief, Western Lane Fire & EMS Authority, at the above address. Each bid must be plainly marked on the outside of the envelope with the name of the bidder, the Authority's address and "Station 1 Siding Project." Bids not so marked may be disqualified. If forwarded by mail, the sealed envelope containing the bid must be contained in another envelope addressed to the Authority at the address listed above. Faxed or electronically submitted bids shall be refused as non-responsive.

No pre-bid conference will be held.

Contract terms, conditions and Project specifications for this Project (Project Documents) may be examined at Authority's Office located at the address listed above, or downloaded from the Authority website at <https://www.wlfea.org/>. Copies of the Project Documents may be obtained from the Authority.

All bids must be submitted on the required bid form. All blank spaces for bid prices must be completed in ink and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. To be considered, each bid must be accompanied by a bid bond or certified check in the amount of 10% of the bid.

Contractor must comply with all federal, state, and local laws or regulations dealing with the prevention of environmental pollution and preservation of natural resources that affect the performance of the Contract.

1. Non-Compliant Bids

The Authority may reject any bid not in compliance with all prescribed public bidding procedures and requirements. Any bid failing to certify compliance with ORS 279C.800 to 279C.870 *et seq.* will not be received or considered by Authority. All bids must identify whether the bidder is a resident bidder as defined in ORS 279A.120. The Authority may reject any and all bids or terminate this Invitation to Bid upon a finding

that it is in the public interest to do so. Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or any authorized postponement per Authority Public Contracting Rule (Authority Rule) 137-049-0320. Any bid received after the closing time and date specified above shall not be considered. No bidder may withdraw a bid within forty (40) days after the actual date of the bid opening. Should there be reasons why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the Authority and the bidder.

2. Bidder Responsibilities

Before submitting a bid, each bidder must:

- (a) Examine the contract documents thoroughly;
- (b) Visit the site, so that the bidder may familiarize itself with local conditions which may, in any manner, affect cost progress, or performance of the Work;
- (c) Be familiar with state, federal, and local laws, ordinances, rules and regulations which may, in any manner, affect cost, progress or performance of the Work; and
- (d) Study and carefully correlate bidder's observations with the contract documents.

3. Instructions for First-Tier Subcontractor Disclosure

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). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the Project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its Bid submission, or within two hours after Bid Closing:

- (a) The subcontractor's name,
- (b) The category of work that the subcontractor would be performing, and
- (c) The dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see, Authority Rule 137-049-0360).

4. The Importance of Bids and Contract Documents

The submission of a bid will constitute an incontrovertible representation by the bidder:

- (1) of bidder's intent to be bound by the attached contract documents; (2) that the bidder

has complied with each of the requirements within these bid documents; and (3) that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. Bidders are to scrupulously follow these boundaries and not encroach upon, in any manner, property owned by any other person.

The contract documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Authority or any other person is not binding upon the Authority, and shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any conditions of this solicitation or the contract, once executed, unless confirmed by written addendum or contract amendment.

5. Requests for Clarification/Addenda

All questions about the meaning or intent of the contract documents shall be submitted to the Authority representative in writing. If merited, replies may be issued by addendum, mailed or delivered to all parties recorded by the Authority representative as having received the bidding documents, per Authority Rule 137-049-0250. Requests for changes and clarifications shall be submitted in accordance with Authority Rule 137-049-0260. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Performance and Payment Bonds

A performance bond and a payment bond, in the forms attached, each in the amount of 100% of the contract price, with a corporate surety approved by the Authority, will be required for the faithful performance of the contract. Attorneys in fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their Power of Attorney. All bonding companies must be authorized to do business in the State of Oregon.

7. Authority Investigation of Bidder

The Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform work. In determining the lowest responsible bidder, Authority shall check the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract and determine whether the bidder has met the standards of responsibility. Authority shall also consider the following factors and may disqualify any person as a bidder if it finds the bidder:

- (a) Does not have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
- (b) Does not hold a current license that a contractor operating in Oregon must hold in order to undertake or perform Project Work;

- (c) Is not covered by liability insurance or other insurance in required amounts;
- (d) Does not qualify as a carrier insured employer or a self-insured employer under ORS 656.407 or has not elected coverage under ORS 656.128;
- (e) Failed to provide a First-Tier Subcontractor Disclosure Form, if required under ORS 279C.370;
- (f) Does not have a satisfactory record of performance. The Authority shall document the record of performance of a bidder if the Authority finds the bidder not to be responsible under this paragraph (f);
- (g) Does not have a satisfactory record of integrity. The Authority shall document the record of integrity of a bidder if the Authority finds the bidder not to be responsible under this paragraph (g);
- (h) Is not qualified legally to contract with the Authority; or
- (i) Has not supplied all necessary information in connection with the inquiry concerning responsibility.

Each bidder shall promptly supply information as requested by the Authority pursuant to such investigation. If a bidder fails to promptly supply information requested by the Authority concerning responsibility, the Authority shall base the determination of responsibility upon any available information, or may find the bidder not to be responsible. Failure to supply such information may be grounds for disqualification.

8. Registration and Licenses

No bid for a construction contract shall be received or considered by the Authority unless the bidder is registered and in good standing with the Construction Contractors Board or licensed and in good standing with the State Landscape Contractors Board, as required by ORS 671.530. Bidders need not be licensed to work with asbestos, under ORS 468A.720.

9. Protests

Award and solicitation protests shall be submitted in accordance with Authority Rule 137-049-0260(3) and Authority Rule 137-049-0450(4), respectively.

10. Process

At least seven (7) days prior to final award, all bidders will receive the Authority's Notice of Intent to Award issued via email. The Authority anticipates final Contract award on or before November 30, 2026 at 5:00 pm.

The bidder to whom the contract is awarded will be required to execute the Contract and obtain the performance and payment bonds within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. Submittal of a bid indicates bidder's intent to be bound to all terms and conditions of the attached Contract. The Notice of Award shall be accompanied by the necessary Contract and bond forms. In case of a failure of the bidder to execute the Contract, the Authority may, at its option,

consider the bidder in default in which case the bid bond accompanying the bid shall become the property of the Authority.

The Authority, within ten (10) days of receipt of an acceptable performance bond, an acceptable payment bond, and the required agreements signed by the successful bidder, including proof of insurance as required by the contract documents, shall sign and return to the successful bidder an executed duplicate of the Contract and notice to proceed. If the 10-day notice to proceed has not been issued within the 10-day period, or within a period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party. Such termination shall be by written notices and will be effective upon receipt by the Authority.

The award will be made to the lowest responsible bidder. The Contractor shall submit to the Authority representative by the last calendar day of each month a partial payment estimate for work performed during the prior pay period. The cutoff date for work performed shall be the 26th day of the month in which a payment estimate is submitted. The Authority will approve and authorize payment of partial payment estimates approved by the Authority representative at its regular monthly Authority Board meeting.

BID FORM

Western Lane Fire & EMS Authority
Siding Repair Project (Project)
Florence, Oregon 97439

This bid is submitted to the Western Lane Fire & EMS Authority, 2625 Hwy 101 N,
Florence, OR 97439.

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a Construction Contract with the Authority in the form included in the contract documents and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with disposition of bid security. This bid may not be amended or withdrawn and is subject to acceptance for forty (40) days after the date of bid opening. The successful bidder will sign the Construction Contract included as part of the bid packet and submit the security and other documents required by the contract documents within ten (10) days after the date of Authority's Notice of Award.
3. In submitting this bid, bidder represents as more fully set forth in the Construction Contract, that:

- (a) Bidder has examined copies of the contract documents and the following addenda:

Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____

and also copies of the advertisement or Invitation to Bid and Instructions to Bidders;

- (b) Bidder has examined the site and locality where the Work is to be performed, the applicable legal requirements (federal, state, and local, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of work, and has made such independent investigation as bidder deems necessary;
 - (c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association,

organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or the Authority;

- (d) The Authority does not have to award any contract based on the bids submitted. Any award which the Authority makes will be on the basis of the lowest responsible bidder.

4.	Bid Quantities and Specifications	Unit Price	Total
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Bidder will complete the entire Project for the following total price: \$_____

5. Bidder agrees to prepare the site and perform the labor and provide the materials necessary to complete the construction Project which will be substantially completed in accordance with the plans and specifications attached hereto within _____ days of the receipt of the Notice to Proceed.
6. Bidder acknowledges that bidder has reviewed the provisions of the Construction Contract as to liquidated damages which may be assessed in the event of failure to complete the Work on time and has considered those potential damages in formulating this bid.
7. The following documents are attached to and made a condition to the bid:
- (a) Required bid security in the form of a bid bond or certified check in the amount of 10% of the bid;
 - (b) Non-Collusion Affidavit;
 - (c) First-Tier Subcontractor Disclosure Form (attached to the bid or submitted to the Authority within two (2) hours after bid closing).
8. Bidder agrees and certifies as follows:
- (a) The provisions of ORS 279C.800 *et seq.*, relating to the prevailing wage rates, will be complied with;
 - (b) Bidder is a resident of the State of _____ as defined in ORS 279A.120;
 - (c) The provisions of ORS 305.385 relating to Oregon tax laws will be complied with;
 - (d) Bidder has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any subcontracts

- required under this Contract, or against a business enterprise owner controlled by, or that employs, a veteran as defined in ORS 408.225;
- (e) All employers, including bidder, that employ subject workers who work under the Construction Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Bidder shall ensure that each of its subcontractors complies with these requirements;
 - (f) Bidder is registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055;
 - (g) All subcontractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

9. Communications concerning this bid shall be addressed to:

Bidder: _____

Submitted this _____ day of _____, 202__.

(Corporate Name) (Company Name)
(Corporate Seal, if any)

By: _____
(Name of person authorized to
Sign, or Title)

Business Address: _____

Phone: (____) _____

State of Incorporation: _____

Oregon Contractor Board No.: _____

ATTEST:

Secretary of bidding corporation

NOTICE OF INTENT TO AWARD

Western Lane Fire & EMS Authority
Invitation to Bid
Station 1 Siding Repair Project

To all Bidders:

Based on responses to the recent Invitation to Bid and other information obtained from third-party sources, _____ has been identified as the lowest responsible, responsive bidder to contract with Western Lane Fire & EMS Authority for the above-referenced Project. Protests regarding this intended award will be received by Rob Chance, Fire and EMS Chief, Western Lane Fire & EMS Authority, 2625 Hwy 101 N, Florence, OR 97439, until December 7, 2026. Award will become final on December 11, 2026 or once the Authority responds to all timely filed protests and affirms the award, whichever is later.

It is the Authority's intent to begin negotiations and enter into a contract for these services with _____, by _____, 202___. The Authority would like to finalize the contract no later than December 15, 2026 with approval by the Authority Board on December 19, 2026. The contract terms, specifications and conditions were included with the ITB.

If you have any questions, please feel free to call me at (541) 999-8862

Sincerely,

WESTERN LANE FIRE & EMS AUTHORITY

By: Andy Gray, Division Chief

NOTICE OF AWARD

To: _____

PROJECT description: Western Lane Fire & EMS Authority (Authority)
Station 1 Siding Repair Project

The Authority has considered the bid submitted by _____
(Contractor) for the above-described Project in response to its advertisement for bids
dated [weekday], _____, 202__, and Instructions to Bidders.

Contractor is hereby notified that its bid in the amount of _____
_____ (amount in written form) (\$ _____) has
been accepted by the Authority.

Contractor is required by the Instructions to Bidders to execute the Construction
Contract and furnish the required Contractor's Performance Bond, Payment Bond and
certificates of insurance within ten (10) calendar days from the date of this notice.

If Contractor fails to execute the Construction Contract and to furnish the required
bonds and certificates of insurance within ten (10) days from the date of this notice,
Authority will be entitled to consider all Contractor's rights arising out of Authority's
acceptance of Contractor's bid as abandoned and as a forfeiture of Contractor's bid
bond. Authority will be entitled to such other rights as may be granted by law.

Please return an acknowledged copy of this Notice to Award to Authority.

DATED this _____ day of _____, 202__.

WESTERN LANE FIRE & EMS AUTHORITY

By: _____

* * * * *

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by _____
_____ on this _____ day of _____, 202__.

By: _____
Title: _____

NOTICE TO PROCEED

TO: _____ Date: _____

Western Lane Fire & EMS Authority (Authority)
Station 1 Siding Repair Project

_____ (Contractor) is hereby notified to commence Project in accordance with the Construction Contract dated _____, 202__, on or before _____, 202__, and Contractor is to complete the Work on the Project within ____ consecutive calendar days thereafter. The date of final completion for all work is _____, 202__.

Please return an acknowledged copy of this Notice to Proceed to Authority.

WESTERN LANE FIRE & EMS AUTHORITY

By: _____

* * * * *

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____ on this _____ day of _____, 202__.

By: _____
Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____) Western Lane Fire & EMS Authority
County of _____) ss. Station 1 Siding Repair Project

I state that I am _____ of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) 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 the attached appendix.
- (2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been discussed with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm 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.
- (5) _____, 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 the attached appendix.

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by the Authority in awarding the contract(s) for which this bid is submitted. I understand and my firm understands

that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Authority of the true facts relating to the submission of bids for this contract.

Name of Company:_____
Position:_____

SIGNED and SWORN to before me this _____ day of _____,
202__, by _____.

Notary Public for _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

WESTERN LANE FIRE & EMS AUTHORITY,
FLORENCE, OREGON

STATION 1 SIDING REPAIR PROJECT

BIDS DUE: October 23, 2026, at 3:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE: October 23, 2026, at 5:00 PM

Submitted by: _____

Address: _____

Date: _____ Phone: _____

For projects with a contract value of more than \$100,000, this form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below, the "Name," "Dollar Value," and "Category of Work" of each subcontractor that:

- A. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
- B. Will have a contract value that is equal to or greater than five percent (5%) of the total project bid, but at least \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no subcontractors that need to be disclosed. Attach additional sheets as needed.

SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF	OR CCB NUMBER*

*Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), any contractor or subcontractor must be licensed through the Oregon Construction Contractor Board (CCB) in order to "undertake, offer to undertake, or submit a bid to do work" in the State of Oregon. Contractor registration "at the time the offer is made" is a matter of bid responsiveness under Authority Rule 137-049-0230(1).

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

NOTE: Faxed copies of this form will not be accepted. For more information, please see the "Bidder's Checklist" and the "Instructions to Bidders"

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

_____ (Contractor) is submitting a bid to Western Lane Fire & EMS Authority (Authority) pursuant to the Authority's advertisement for bids dated [weekday], [date], 202__.

Contractor certifies that, if it is awarded the contract, Contractor has the financial ability to obtain good and sufficient bonds in the forms attached, issued by a surety to the Authority, each in a sum equal to the amount of the bid providing for the faithful performance of the contract.

Contractor understands and agrees that if Contractor fails to provide either the required performance bond or payment bond, the Authority may reject the bid and the bid bond submitted with the bid may be forfeited.

The surety requested to issue the performance bond will be _____ (Surety Company). Contractor authorizes Surety Company to disclose any information to Authority concerning Contractor's ability to supply a performance bond in the amount of the contract.

The surety requested to issue the payment bond will be _____ (Surety Company). Contractor authorizes Surety Company to disclose any information to Authority concerning Contractor's ability to supply a payment bond in the amount of the contract.

(Name of Contractor)

By: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "PRINCIPAL", and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

(Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

Western Lane Fire & EMS Authority
2625 Hwy 101 N
Florence, OR 97439

hereinafter called "OWNER", in the total amount of _____
(insert here a sum
_____ Dollars (\$ _____) for the
equal to the contract price)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain contract
with the OWNER, dated the _____ day of _____, 202__, a copy of which
is hereto attached and made a part hereof and is hereinafter referred to as the Contract.
Said Contract is for:

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, the Contract, or any Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;

b) Complete the Contract in accordance with its terms and conditions, or

c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

6. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

7. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202__.

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

(SEAL)

By: _____

(Witness to PRINCIPAL)

(Address)

(Address)

(SURETY)

ATTEST:

(Witness to SURETY)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners must execute Bond.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of
Principal Place of Business):

CONTRACT

Effective Date of Contract :

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Contract):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____
Signature

Print Name: _____

Title: _____

By: _____
Signature (Attach Power of Attorney)

Print Name: _____

Title: _____

ATTEST: _____
Signature

ATTEST: _____
Signature

Title

Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 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.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY:

Name, Address and Telephone:

Surety Agency or Broker:

Owner's Representative (Engineer or other):

CONTRACT

THIS CONTRACT is made this _____ day of _____, 202__, by and between the Western Lane Fire & EMS Authority, hereinafter called Owner, and _____, hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, the Parties agree as follows:

1. **Work.** Contractor shall complete all work as specified in the Contract Documents and in accordance with the documents provided for the project known as the Station 1 Siding Repair Project (Project), including without limitation providing and paying for all materials, tools, equipment, labor and professional and non-professional services, incorporating donated labor and materials, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents, to furnish to Owner a complete, fully functional Project, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract.
2. **Materials.** Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. **Contract Time.** The work will commence within ten (10) calendar days after the date of the Notice to Proceed and will be completed by the Contractor and accepted by the Owner no later than _____, 20__, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.
4. **Contract Price.** Owner shall pay Contractor for performance of the Work in accordance with the documents a total maximum amount of \$ _____, as shown in Contractor's bid.
5. **Progress Payments.** Owner shall make progress payments on account of the contract price on the basis of the Contractor's application for payment as approved by the Owner on or about the last day of each month during construction as provided herein. All progress payments shall be on the basis of progress of the Work measured by the schedule of values provided for in Section 19 of the General Conditions. Unless the Contractor submits security as permitted by, and which complies with, ORS 279C.560 and 701.435 for all or a portion of the retainage required herein, prior to substantial completion, progress payments will be an amount equal to not more than 95% of the work completed and 95% of the materials and equipment not incorporated in the work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the contract price,

less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be upon final completion and acceptance of the work.

6. Contract Documents. The term “contract documents” means and includes the following:

- (a) Invitation to Bid;
- (b) Instructions to Bidders;
- (c) Bid;
- (d) Bid Bond;
- (e) Construction Contract;
- (f) First-Tier Subcontractor Disclosure Form
- (g) Oregon Prevailing Wage Rates;
- (h) General Conditions (Exhibit A);
- (i) Payment Bond;
- (j) Performance Bond;
- (k) Notice of Intent to Award;
- (l) Notice to Proceed;
- (m) Drawings and Specifications attached;
- (n) Change Orders;
- (o) Addenda; Number:_____ Dated:_____
- (p) Proof of Insurance

In the event of a conflict, the terms of this Contract and General Conditions will prevail, followed by Contract Documents (o), (n), (m), (k), (l), (g), (f), (p), (i), (j), (a), (b), (c), and (d), in that order.

7. Contractor’s Representations. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- (a) Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the Work;
- (b) Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site affecting cost, progress, or performance of work which were relied upon in the preparation of the drawings and specifications;
- (c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in Section 8(b), above, which Contractor deems necessary for the performance of the Work, determination of the contract price, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No

additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;

- (d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents; and
- (e) Contractor has given the Owner's representative written notice of all conflicts, errors or discrepancies which it has discovered in the contract documents and the written resolution thereof by the Owner's representative is acceptable to the Contractor.

8. Miscellaneous.

- (a) No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- (b) This Contract shall be binding upon all parties to the contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contractual documents.
- (c) The Contractor acknowledges that for all purposes related to the Contract, the Contractor is and shall be deemed to be an independent contractor and not an employee of the Owner, shall not be entitled to benefits of any kind to which an employee of the Owner is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that the Contractor is found by a court of law or an administrative agency to be an entitled employee of the Owner for any purposes, the Owner shall be entitled to repayment of any amounts from Contractor under the terms of the Contract; to the full extent of any benefits or other remuneration the Contractor receives (from the Owner or third party) as a result of said finding and to the full extent of any payments that the Owner is required to make (to the Contractor or to the third party) as a result of said finding.

THIS CONTRACT is effective on the _____ day of _____, 202__.

OWNER:

CONTRACTOR:

By: _____

By: _____

Address for giving notices:

ATTEST:

Address for giving notices:

ATTEST:

Agent for Service of Process
License # _____

GENERAL CONDITIONS

Section 1. Definitions. Whenever used in these General Conditions or in the other contract documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. Addenda. Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications, or corrections.
2. Bid. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
3. Bonds. Bid, performance and payment bonds and other instruments of security.
4. Change Order. A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Contract.
5. Contract Price. The total monies payable to the Contractor under the terms and conditions of the contract documents.
6. Contract Time. The number of calendar days stated in the contract documents for completion of the Work.
7. Contractor. The person, firm, or corporation with whom the Owner has executed the Contract.
8. Drawings. The part of the contract documents which show the characteristics and scope of the Work to be performed and are referred to in the contract documents.
9. Owner's Representative. That person appointed by the Authority Board of the Owner to act as the Owner's Representative in all matters relating to this contract.
10. Field Order. A written order issued by the Owner's Representative which orders minor changes in Work not involving an adjustment in the contract price or an extension of the contract time.
11. Substantial Completion. The date certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the Project or a specified part can be utilized for purposes for which it is intended.

12. Subcontractor. An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
13. Supplier. Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.
14. Work. All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the Project.
15. Written Notice. Any notice to any party to the Contract, or relative to any part of this Contract, in writing is considered delivered and service completed when posted by certified mail or registered mail to the party at the party's last given address as shown on the Contract, or when delivered in person to the party or the party's authorized representative on the worksite.

Section 2. Preliminary Matters.

1. Delivery of Bonds. When the Contractor delivers the executed Contract Documents to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.
2. Copies of Documents. Owner shall furnish to Contractor up to three (3) copies of the contract documents. Additional copies will be furnished upon request at the cost of reproduction.
3. Commencement of Contract Time. The contract time will commence to run on the day indicated in the Notice to Proceed.
4. Insurance. Contractor shall maintain insurance in at least the following limits and coverages in full force and effect throughout the term of this Contract:

(a) Comprehensive Commercial General Liability Insurance. Insurance shall cover Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent) basis. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

Coverage	Limit
• General Aggregate	\$4,000,000
• Each Occurrence	\$2,000,000

(b) Commercial Automobile Insurance. Insurance shall cover all owned, hired, and non-owned vehicles with a Combined Single Limit per occurrence of not less than \$2,000,000.

(c) Workers' Compensation Insurance. Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract shall comply with ORS 656.017, which requires subject employers to provide coverage that satisfies Oregon law for all subject workers or employers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. The employer's liability limit shall not be less than \$1,000,000 per occurrence.

(d) Builder's All Risk Insurance. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction in the amount of the initial Contract Sum, less costs of clearing, preparation and excavation of the site under this Contract, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Each loss may be subject to a deductible. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor. The policy shall be endorsed to allow complete or partial occupancy by Owner before or after Substantial Completion without the insurer's approval.

(e) Contractor may satisfy the liability insurance limits required under this Agreement through a combination of primary and Umbrella or Excess Liability insurance policies. Any Umbrella or Excess Liability coverage shall be written on a follow-form basis over the required underlying primary policies, shall provide coverage at least as broad as the underlying insurance, and shall remain in effect for the duration of this Agreement.

The total limits of insurance, whether provided by primary coverage alone or in combination with Umbrella or Excess Liability policies, shall meet or exceed the insurance requirements set forth in this Agreement

All required insurance shall:

(a) Name Owner, its officers, directors, employees, and volunteers as additional insureds with respect to this contract.

- (b) Cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors, if any.
- (c) Be underwritten by an insurance company deemed acceptable by Owner. Owner reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Contractor shall furnish Owner with Certificates of Insurance and additional insured addendums evidencing all above required coverages and referencing this Contract with Contractor's executed Contract and prior to commencing any Work hereunder. This Contract shall not be in effect unless and until Owner has received and approved all required Certificates. Renewal Certificates will be sent to Owner no less than 10 days before coverage expiration.

Failure to procure any required insurance shall not limit Contractor's liability under this Contract, and Contractor shall remain responsible to indemnify, defend and hold Owner harmless for all damage, injury, or loss caused by Contractor's negligence or neglect in performing hereunder pursuant to General Conditions, Section 19(6).

- 5. Owner Insurance. The Owner shall be responsible for purchasing and maintaining its own liability insurance. All other risk of loss at the Work site shall be borne by Contractor until acceptance of Project by Owner.
- 6. Subrogation Waiver. Contractor waives all rights against Owner and its agents and employees for damages caused by fire or other perils to the extent covered by insurance provided in the above paragraph. The Contractor shall require similar written waivers from each subcontractor and each such waiver shall be in favor of Owner.

Section 3. Contract Documents.

- 1. The contract documents comprise the entire agreement between Owner and Contractor concerning the Work. They may be altered only by written modification.
- 2. The contract documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall report it to the Owner's Representative in writing at once and before proceeding with the Work affected by the conflict.
- 3. It is the intent of the specifications and Drawings to describe the complete Project to be constructed in accordance with the contract documents. Any Work which may reasonably be inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted

in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the bid, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees from those set forth in the contract documents. Clarifications and interpretations of the contract documents shall be issued by the Owner's Representative.

4. Re-use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, specifications, or other documents which are a part of this contract. They may not be reused by any party without the express written consent of the Owner and of the preparer of the Drawings.

Section 4. Materials, Service and Facilities.

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
3. All materials and equipment shall be of good quality and new except as otherwise provided in the contract documents.
4. Equivalent Materials and Equipment. Whenever materials or equipment are specified or described in Drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, Supplier or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, Suppliers, or distributors may be accepted by the Owner's Representative if sufficient information is submitted by Contractor to allow the Owner's Representative to determine that the material proposed is equivalent to that named.
5. Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed

by Contractor and any Subcontractor and of persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in these documents creates any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization except as may otherwise be required by law.

Section 5. Fees, Taxes and Permits.

1. Contractor shall pay all applicable royalties and license fees required to perform the Work. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.
2. All permits and licenses, including SDC or other governmental fees, licenses, and inspections, required for construction shall be obtained at the expense of Contractor. Owner may assist the Contractor when necessary in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work and which are applicable at the time of Bid opening. Contractor shall pay all charges of utility service companies for connections to the Work. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws of the place of the Project.

Section 6. Survey, Permits and Regulations.

1. Owner shall furnish all boundary surveys and establish all base lines for locating principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the contract documents. From the information provided by Owner, unless otherwise specified in the contract documents, Contractor shall develop and make all detailed surveys needed for construction such as slope stakes, stakes for piling locations, and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes which may be caused by unnecessary loss or disturbance.

Section 7. Protection of Work, Property and Persons.

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, or provide the necessary protection to prevent injury, damage, or loss, to all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all Work and all materials or equipment to be incorporated into the Work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for

removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's Representative or any person employed by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

Section 8. Supervision by Contractor.

The Contractor will supervise and direct the Work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the Work a qualified supervisor who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

Section 9. Changes in Work.

Owner, at any time the need arises, may order changes in the scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the contract documents, or the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. Owner or its representative may also, at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered, unless Contractor believes that such Field Order entitles Contractor to a change in Contract Price or Contract Time, or both, in which event Contractor shall give Owner's Representative Written Notice of the proposed Change Order within two (2) days after receipt of the Field Order. Contractor shall document in Contractor's notice the basis for the change in Contract Price or Contract Time by separate notice delivered within five (5) days of the date of the Written Notice of the proposed Change Order. Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from Owner.

Section 10. Changes in Contract Price.

The Contract Price may be changed only by a written, signed Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.

3. The actual cost of labor, direct overhead, materials, supplies, and other services necessary to complete the Work plus an amount not to exceed ten percent (10%) of the actual Work to cover the cost of general overhead profit.

Section 11. Limitation on Liquidated Damages.

Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to the following and Contractor has promptly given Written Notice of such delay to Owner or its representative:

1. Unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, acts of Owner, acts of another Contractor in performance of the contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseen weather; and
2. Any delays of Subcontractors occasioned by any of the causes specified above.

Section 12. Correction of Work.

1. Contractor shall promptly remove from the premises all Work rejected by Owner's Representative for failure to comply with the contract documents, whether incorporated in construction or not, and Contractor shall promptly replace and re execute the Work in accordance with the contract documents and without expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within five (5) days after receipt of Written Notice of rejection, Owner may remove such Work and store the materials at the expense of Contractor.

Section 13. Subsurface Conditions.

Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify Owner by Written Notice of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.
2. Unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

Owner shall promptly investigate the conditions and if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the Work, an equitable adjustment shall be made and the contract

documents shall be modified by a change order. Any claim of Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice.

Section 14. Suspension of Work, Termination Delay.

1. If Contractor is adjudged a bankrupt or insolvent or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if Contractor disregards the authority of Owner's Representative or if Contractor otherwise violates any provision of the contract documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' Written Notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor will pay the difference to Owner. Such costs incurred by Owner will be determined by Owner and incorporated in a change order.
2. Where Contractor's services have been terminated under Section 14.1, by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the contract documents.
3. After five (5) days from delivery of Written Notice under Section 14.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the contract. In such case, Contractor shall be paid for all Work executed and any reasonable expense sustained plus reasonable profit for the Work performed.

Section 15. Equal Opportunity.

Contractor agrees to comply with the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, or national origin.

Section 16. Public Contracting Code Requirements.

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the Owner; and
 - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the Owner.
 - (c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from the

Contractor's or its obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from Owner or Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety (90)-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
12. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who Work on this contract in writing, either at the time of hire or before

commencement of Work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to Work.

13. Contractor will comply with all provisions of ORS 279C.800 to ORS 279C.870, relating to Oregon's prevailing wage rates:

(a) The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

- (i) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The July 5, 2026, Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments. Such publications can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the contract documents.

- (ii) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
- (iii) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
- (iv) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- (b) Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of Thirty Thousand Dollars (\$30,000). The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2),

unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (i) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
 - (ii) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.
- (c) As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.
 - (i) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five percent (25%) of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained within fourteen (14) days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.
 - (ii) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The Contractor shall verify that the first-tier Subcontractor has filed the certified statements before the Contractor may pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor

the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

14. All employers, including Contractor, that employ subject workers who Work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
15. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
16. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
17. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, minority-owned or women-owned businesses, or emerging small business or a disadvantaged business enterprise in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a veteran as defined in ORS 408.225. ORS 279A.110.
18. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
19. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.
20. Pursuant to ORS 279C.510, if feasible and cost-effective and the contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
21. Pursuant to ORS 279C.510, if feasible and cost-effective and the contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
22. Pursuant to Owner's Public Contracting Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the contract.
23. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service
- Defense, Department of
 - Army Corps of Engineers
- Environmental Protection Agency
- Homeland Security, Department of
 - Coast Guard
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration
- Transportation, Department of
 - Federal Highway Administration

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Occupational Safety and Health Division
- Soil and Water Conservation Commission
- State Engineer
- State Land, Department of
- Transportation, Department of
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts

- Sanitary Districts
 - Water Districts
 - Fire Protection Districts
24. Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
 25. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

Section 17. Warranty and Guarantee.

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted. Contractor understands that the City of Florence and its various departments, and agencies, must be consulted and be allowed to inspect the Work and sign off in each particular area. At all times Owner's Representative and appropriate inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.
2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any Work or part thereof to specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish Owner's Representative with the required certificates of inspection, testing or approval. If any Work to be inspected, tested, or approved is covered without written concurrence of Owner's Representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.
3. Neither observations by the Owner's Representative nor inspection tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the contract documents.
4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. Notice from Owner of such defects shall toll the two (2)-year warranty period, which shall reset to two (2) years for Contractor's correction work, upon its completion.

If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services, shall be paid by Contractor. Such additional professional services include the services of any attorney employed by Owner to assist it in dealings with Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.

5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

Section 18. Bond Form.

Contractor shall provide Payment and Performance Bonds at least in the Contract amount, in Owner's standard form.

Section 19. Payments to Contractor.

1. By the fifth (5th) day of each month, Contractor will submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance. Owner's Representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing its approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within ten (10) days of the next Authority Board meeting after presentation by Owner's Representative of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. Unless the Contractor submits security as permitted by, and which complies with, ORS 279C.560 and 701.435 for all or a portion of the retainage required herein, for each progress payment made prior to Substantial Completion of the Work, the Owner may withhold 5%, as retainage, from the payment otherwise due, to be held in accordance with

ORS 701.420. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the contract documents, Owner may, in Owner's sole discretion, pay for that part of the Work in full, including retained percentages, less authorized deductions.

2. A request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
 3. Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
 4. Owner shall have the right to enter the premises for the purpose of doing Work not covered by the contract documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.
 5. Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to the Contractor within thirty (30) days of the issuance of the certificate of completion and acceptance of the Work.
- . If Owner fails to make payment thirty (30) days after approval of a partial payment estimate by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

Section 20. Responsibility for Damages / Indemnity.

1. Contractor shall be responsible for all damage to property, injury to persons, torts, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.
2. The Contractor shall indemnify, hold harmless, and defend the Owner, its officers, employees, and agents from any and all claims, losses, torts, damages,

attorney fees, costs and liabilities arising out of accidents, unforeseen difficulties, or intentional, reckless or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees, or agents in performance of the Work. Claims include any assertion of a right to monetary damages or equitable relief or any combination thereof.

3. Owner shall notify Contractor of any claim of which it is aware that requires Contractor to defend, indemnify and hold Owner harmless. Thereafter, Contractor shall notify Owner in writing within 30 days that it will defend, indemnify and hold Owner harmless. Contractor's failure to provide such notification is a breach of Contract. In the event the Contractor fails to give notice within 30 days, Owner may defend the claim and charge Contractor with any costs associated with that effort.
4. Owner reserves the right to participate in any claim irrespective of the Contractor's obligations to indemnify, hold harmless, defend, or notify. However, if Owner elects to participate in any claim after receiving notification from Contractor, Contractor is not obligated to indemnify Owner for the costs associated with that participation, although its other obligations to indemnify, hold harmless and defend remain intact.
5. In claims against any person or entity indemnified under this Section 20 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section 20 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
6. If any provision of this Contract is determined to require either party to indemnify, defend, reimburse, hold harmless or provide insurance to the other party (or that party's insurers or sureties) in a manner that would violate applicable law (including but not limited to ORS 30.140), then the offending provision shall be construed such that it is given the broadest meaning and effect allowed by law.
7. The indemnities and other covenants of this Section 20 shall survive the termination of the Contract.

Section 21. Cleanup.

1. From time to time as the Work progresses and immediately after completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure of Contractor to do so within twenty-four (24) hours after being so directed by Owner's Representative, the Work may be done by Owner and the cost thereof may be deducted from any payment due Contractor.

2. After all other Work embraced in the contract is completed and before final acceptance of the contract, the entire right of way and driveways, alleys, and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections shown in the specifications.
3. As a condition precedent to final acceptance of the Project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the right of way and premises.

Section 22. Use of Light, Power and Water.

Contractor shall furnish temporary light, power, and water complete with connecting piping, wiring, lamps, and similar equipment necessary before the Work is improved. Contractor shall install, maintain and remove temporary lines upon completion of Work. Contractor shall obtain all permits and bear all costs for completion of the Project and in connection with temporary services and facilities at no expense to Owner.

Section 23. Claims.

1. Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
2. Claims for Additional Costs. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify the Owner.
3. Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of the cost and of probable effect of delay on progress of the Work. In the case of continuing delay, only one Claim is necessary.
4. Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work regardless of the cause, notice of such injury or damage, whether or not insured, shall be given immediately to the Owner's authorized representative and the Contractor's authorized representative. The notice shall provide sufficient detail to enable the Owner and any other party affected to investigate the matter.

Section 24. Arbitration.

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the contract documents, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Lane County, Oregon, rather than through the court process.
2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand is made to Owner and Owner has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which Owner has rendered a written decision in respect herein. The failure to demand arbitration within said thirty (30) days shall result in the Owner's decision being binding upon Owner and Contractor.
3. Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the thirty (30)-day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, reject arbitration and require the other party to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 *et seq.* If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

Section 25. Attorney Fees.

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this Contract without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

Section 26. Reservation of Rights.

The District reserves the right to accept or reject any and all proposals. The District also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the District may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The District shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The District reserves the right to negotiate project deliverables and associated costs.

SPECIFICATIONS

The dry rot repair project for the northwest corner of Station 1 shall include, but is not limited to, the following:

- Removal and replacement of existing siding with fiber cement panels and fiber cement battens.
- Removal and disposal of all debris, including existing drain wrap located behind the fiber cement panels.
- Evaluation and repair of all substructure damage, including sub-sheathing, damaged structural members, and drywall, as necessary.
- Repair and replacement of insulation where required.
- Painting of exterior surfaces to match the existing building color.
- Painting of interior surfaces in areas where new drywall is installed, as needed.
- Installation of diamond plate panels at the top of the wall in the ladder training area.
- Removal and replacement of existing windows in the stairwell area.
- Complete job site cleanup and disposal of all construction-related debris.