FROM: Systems West Engineers, Inc.
725 A Street
Springfield, Oregon 97477

TO: Prospective Bidders

PROJECT: LCOG Willamette Internet Exchange (WIX) Design

DATE: November 21, 2019

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated October 28, 2019 as noted below. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

GENERAL

1. PRE-BID CONFERENCE ATTENDANCE LIST: Attached.


3. Pre-bid Briefings and Site Tours:
   a. Additional Pre-bid Briefing and Site Tour session was convened on November 20, 2019 at 2:00pm, and is added to project as scheduled time.
   b. Pre-bid Briefing and Site Tour scheduled for December 4, 2019 at 10:00am is revised as mandatory for prospective prime bidders who have not attended a previous project Pre-Bid Briefing and Site Tour.
   c. Sections with references to Pre-bid Briefings and Site Tours are revised separately as described herein.

4. One parking space is available for contractor use off of Park Avenue site of building. Space is first-come, first served. User must maintain access to dumpsters and may not leave engine running while parked in the location, due to outside air intake proximity.

SPECIFICATIONS

SECTION 00 0102 PROJECT INFORMATION

1. Replace Section with that attached.
SECTION 00 1113 –ADVERTISEMENT FOR BIDS

2. Replace Section with that attached.

SECTION 00 4339 USER FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

3. Replace Section with that attached.

SECTION 00 4100 BID FORM

4. Replace Section with that attached.

END OF ADDENDUM NO. 1

Paul E. Fooks, PE

PEF:jaw

Attachments: Prebid Conference Attendance Lists 1 and 2
EDA Contracting Provisions for Construction Projects
00 0102 BSD-Project Information
00 1113 BSD-Advertisement for Bids
00 4100 BSD-Bid Form
00 4339 USER-FIRST TIER SUBCONTRACTOR DISCLOSURE FORM
EDA CONTRACTING PROVISIONS
FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.
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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA’s role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient - An entity receiving Federal financial assistance from EDA, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold - currently fixed at $100,000. See 41 U.S.C. 403(11)).

(b) Termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement (all contracts in excess of $10,000).

(c) Compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967 and as supplemented by Department of Labor regulations at 41 C.F.R. chapter 60 (applicable to all construction contracts awarded in excess of $10,000 by recipients of federal assistance and their contractors or subrecipients).

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented by Department of Labor regulations at 29 C.F.R. part 3 (all contracts and subgrants for construction or repair).

(e) Compliance with the Davis-Bacon Act (40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 5 (construction contracts in excess of $2,000 awarded by Recipients and subrecipients).

(f) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. (construction contracts awarded by Recipients and subrecipients in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(g) EDA requirements and regulations pertaining to reporting.
(h) EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) EDA requirements and regulations pertaining to copyrights and rights in data.

(j) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*, and Environmental Protection Agency regulations at 48 C.F.R. part 15 (applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR’S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. “Subcontract,” as used in this clause, excludes purchase orders that do not exceed $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

Economic Development Administration
Contracting Provisions for Construction Projects
7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **“OR EQUAL” CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in
the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

1. Workmen's Compensation
2. Contractor's Public Liability and Property Damage
3. Contractor's Vehicle Liability
4. Subcontractors Public Liability, Property Damage and Vehicle Liability
5. Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.
14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds $100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed $100,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent’s authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**

(as required by section 601 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the
rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) Payrolls and basic records

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of
apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor’s website at www.dol.gov/esa/forms/whd/index.htm. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3;

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 14(c)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 14(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them
available, EDA or its designee may, after written notice to the Contractor or Owner, take
such action as may be necessary to cause the suspension of any further payment, advance,
or guarantee of funds. Furthermore, failure to submit the required records upon request
or to make such records available may be grounds for debarment action pursuant to 29
C.F.R. part 5.12.

(d) Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined
rate for the work they performed when they are employed pursuant to and individually
registered in a bona fide apprenticeship program registered with the U.S. Department of
Labor, Employment and Training Administration, Bureau of Apprenticeship and
Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person
is employed in his or her first 90 days of probationary employment as an apprentice in
such an apprenticeship program, who is not individually registered in the program, but
who has been certified by the Bureau of Apprenticeship and Training or a State
Apprenticeship Agency (where appropriate) to be eligible for probationary employment
as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any
craft classification shall not be greater than the ratio permitted to the Contractor as to the
entire work force under the registered program. Any worker listed on a payroll at an
apprentice wage rate who is not registered or otherwise employed as stated above, shall
be paid not less than the applicable wage rate on the wage determination for the
classification of work actually performed. In addition, any apprentice performing work
on the job site in excess of the ratio permitted under the registered program shall be paid
not less than the applicable wage rate on the wage determination for the work actually
performed. Where a Contractor is performing construction on a Project in a locality other
than that in which its program is registered, the ratios and wage rates (expressed in
percentages of the journeyman's hourly rate) specified in the Contractor's or
subcontractor's registered program shall be observed. Every apprentice must be paid at
not less than the rate specified in the registered program for the apprentice's level of
progress, expressed as a percentage of the journeymen hourly rate specified in the
applicable wage determination. Apprentices shall be paid fringe benefits in accordance
with the provisions of the apprenticeship program. If the apprenticeship program does
not specify fringe benefits, apprentices must be paid the full amount of fringe benefits
listed on the wage determination for the applicable classification. If the Administrator
determines that a different practice prevails for the applicable apprentice classification,
fringes shall be paid in accordance with that determination. In the event the Bureau of
Apprenticeship and Training, or a State Apprenticeship Agency recognized by the
Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer
be permitted to utilize apprentices at less than the applicable predetermined rate for the
work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to
work at less than the predetermined rate for the work performed unless they are employed
pursuant to and individually registered in a program that has received prior approval,
evidenced by formal certification by the U.S. Department of Labor, Employment and
Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate determined in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) Compliance with Copeland Anti-Kickback Act Requirements. The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 276(c)) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) Subcontracts. The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. part 5.5.

(g) Contract termination; debarment. The breach of the contract clauses in 29 C.F.R. part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.
(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).


16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or
permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's

Economic Development Administration
Contracting Provisions for Construction Projects
commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a) (1) and the provisions of paragraphs 17(a)(1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with or by a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(8) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(9) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may
require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA’s primary responsibility for securing compliance.

(10) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding $10,000 (other than Government bills of lading) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding $10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN’S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women’s businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women’s business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708); and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.
(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor’s representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors’ compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract
provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to chapter 13 of title 31 of the United States Code. The new section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold**: This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding $100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure**: Each bidder of a contract or subcontract exceeding $100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement**: Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations**: Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise
be subject to the prohibitions in and to the Certification and Disclosure requirements of section 319 of Public Law No. 101-121, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of $100,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); and Executive Order 11738, the Contractor agrees to:

   (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

   (2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;

   (3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and
(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint used on the Project on applicable surfaces does not contain lead in excess of the percentages set forth in Paragraphs (a) and (b) of this section. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total nonvolatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

(1) For paint manufactured after June 22, 1977, paint may not contain lead in excess of 6 one-hundredths of 1 percent (.0006) lead by weight.

(2) For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five-tenths of 1 percent lead by weight.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

(c) **Definitions**

(1) “Applicable surfaces” are those exterior surfaces which are readily accessible to children under seven years of age.

(2) “Residential structures” means houses, apartments, or other structures intended for human habitation, including institutional structures where persons reside, which are accessible to children under seven years of age, such as day care centers, intermediate and extended care facilities, and certain community facilities.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public L. No. 94-163) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

(1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
(2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

(4) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Order 12549, *Debarment and Suspension*, and implemented at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the $25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), as defined at 2 C.F.R. part 1326.

(1) By entering into this Contract, and by further executing Form CD-512, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

*See also* 15 C.F.R. §§ 14.13 or 24.35, as applicable.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.
<table>
<thead>
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<th>Name</th>
<th>Company</th>
<th>Phone #</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt McDuell</td>
<td>Hydrotemp Mech</td>
<td>971-281-4948</td>
<td>Jade <a href="mailto:McDowell@hydrotempmech.com">McDowell@hydrotempmech.com</a></td>
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<tr>
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</tr>
<tr>
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<td><a href="mailto:Kristin@PacificRealEstateServices.com">Kristin@PacificRealEstateServices.com</a></td>
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# Pre-Bid Meeting Attendance List

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<tr>
<td>Patrick Cox</td>
<td>City of Eugene</td>
<td>541-682-5331</td>
<td><a href="mailto:pcox@eugene-or.gov">pcox@eugene-or.gov</a></td>
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<td>David Voltz</td>
<td>Clima-Tech</td>
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<tr>
<td>Doug Jost</td>
<td>2G Construction</td>
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<td><a href="mailto:pfooks@systemswestengineers.com">pfooks@systemswestengineers.com</a></td>
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<td>Bryan Nick</td>
<td>CFH Controls</td>
<td>541-729-1039</td>
<td><a href="mailto:bniix@comfortflow.com">bniix@comfortflow.com</a></td>
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<tr>
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<td>H &amp; P</td>
<td>541-543-8597</td>
<td><a href="mailto:mcgphoenix@comcast.net">mcgphoenix@comcast.net</a></td>
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<td>Ben Ellis</td>
<td>Harvey &amp; Price</td>
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<td><a href="mailto:bellis@harveyandprice.com">bellis@harveyandprice.com</a></td>
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<tr>
<td>Jordan Brabham</td>
<td>L.R. Brabham, Inc</td>
<td>541-777-6638</td>
<td><a href="mailto:jordan@lbabraham.com">jordan@lbabraham.com</a></td>
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<tr>
<td>Jonathan Henderson</td>
<td>CFH Controls</td>
<td>541-510-9427</td>
<td><a href="mailto:henderson@comfortflow.com">henderson@comfortflow.com</a></td>
</tr>
<tr>
<td>Chad Kordon</td>
<td>S2 Industrial</td>
<td>541-228-4930</td>
<td><a href="mailto:ckordon@s2industrial.com">ckordon@s2industrial.com</a></td>
</tr>
<tr>
<td>Zack Tillotson</td>
<td>FM Sheet Metal</td>
<td>541 726 3000</td>
<td><a href="mailto:zttillotson@fmsheetmetal.com">zttillotson@fmsheetmetal.com</a></td>
</tr>
<tr>
<td>Chris Smith</td>
<td>FM Sheet Metal</td>
<td>541 726 3000</td>
<td><a href="mailto:csmithe@fmsheetmetal.com">csmithe@fmsheetmetal.com</a></td>
</tr>
</tbody>
</table>
SECTION 00 0102
PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION
A. Project Name: LANE COUNCIL OF GOVERNMENTS - INTERCONNECTION SITE - WIX PROJECT, located at 859 WILLAMETTE STREET, SUITE 280, EUGENE, OREGON 97401.
B. Engineer’s Project Number: U044.01.
C. Owner’s Project Manager: Jacob Callister, Principal Planner.
   1. Address: 859 Willamette Street.
   2. City, State, Zip: Eugene, OR 97401.
   3. Phone: 541.672.4114.
   4. E-mail: jcallister@lcog.org.

1.02 NOTICE TO PROSPECTIVE BIDDERS
A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.

1.03 PROJECT DESCRIPTION
A. Summary Project Description: The project consists of the general construction services for the remodel of portions of the existing building for a new telecommunications interconnection site, including mechanical and electrical work and certain telecommunications equipment, located at 859 Willamette Street, Eugene, OR for the Lane Council of Governments.
B. Contract Terms: Lump sum (fixed price, stipulated sum).

1.04 PROJECT CONSULTANTS
A. The Engineer, hereinafter referred to as Engineer: Systems West Engineers, Inc.
   1. Address: 725 A Street
   2. City, State, Zip: Springfield, OR 97477-4709
   3. Phone: 541-342-7210
   4. Contact Project Manager: Paul Fooks, PE - pfooks@systemswestengineers.com
   1. Address: 44 West Broadway, Suite 300.
   2. City, State, Zip: Eugene, OR 97401.
   3. Phone: 541-342-7291.
   4. Contact Project Architect: Bill Seider, FAIA - bseider@pivotarchitecture.com
C. STRUCTURAL ENGINEER
   2. Phone: 541-349-1701
   3. Principal in Charge: Vikki Bourcier PE, Vbourcier@hohbach-lewin.com

1.05 PROCUREMENT TIMETABLE
A. Construction Documents for Bidding will be available: Wednesday, November 6, 2019 at 3:00 pm
B. Mandatory Pre-Bid Briefing and Site Tour: Wednesday, November 20, 2019 at 10:00 am.
C. Mandatory Pre-Bid Briefing and Site Tour: Wednesday, November 20, 2019 at 2:00 pm.
D. Mandatory Pre-Bid Briefing and Site Tour: Wednesday, December 4, 2019 at 10:00 am.
E. Last Request for Substitution Due: 10 days prior to due date of bids.
F. Last Request for Information Due: 10 days prior to due date of bids.
G. Date of Last Addendum Issued: 5 days prior to due date of bids.
H. Bid Closing Date and Time: Wednesday, December 18, 2019, at 3:00 PM local time.
I. Bids will be publicly opened, immediately following the bid closing time. Refer to the Bid Form for location to submit bids and place of bid opening.
J. First-Tier Subcontractor Disclosure Submission Due: Within two hours of bid closing time.
K. Bids May Not Be Withdrawn Until: 60 days after due date.
L. Anticipated Notice to Proceed Issued: Monday, January 20, 2020
M. Anticipated Pre-Construction Meeting: Tuesday, January 28, 2020 at 10:00 am
N. Anticipated Substantial Completion Date: Not later than Friday, July 24, 2020.
O. Desired Final Completion Date: Not later than Friday, August 28, 2020.
P. Completion date is critical due to requirements of Owner’s operations.
Q. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.06 PROCUREMENT DOCUMENTS
A. Availability of Documents: Electronic Copies of complete sets of Contract Documents may be obtained from:

1.07 BID SECURITY
A. Bids shall be accompanied by a security deposit as follows:
   1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.
   2. Certified check made payable to Owner in the amount of 10 percent of the Bid Amount.

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION
SECTION 00 1113
ADVERTISEMENT FOR BIDS

1.01 INVITATION TO BID

A. Notice is hereby given that sealed bids for LANE COUNCIL OF GOVERNMENTS - INTERCONNECTION SITE - WIX PROJECT, Contract #TBD will be received by Jacob Callister, at LCOG Offices located at 859 Willamette Street, Eugene, OR 97401, until the Bid Closing Time of 3:00 p.m., on Wednesday, December 18, 2019. The Bid Opening time will be immediately after the deadline for submission of bids. Bids will be opened at the above location.

B. The project consists of the general construction services for the remodel of portions of the existing building for a new telecommunications interconnection site, including mechanical and electrical work and certain telecommunications equipment, located at 859 Willamette Street, Eugene, OR for the Lane Council of Governments.

C. Bids are required for the entire work described in the Bidding Documents. Each bid must be submitted on the required form and be accompanied by a bid security in the form of a bid bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check, or certified check, payable to Lane Council of Governments in an amount of not less than ten percent (10%) of the amount of the bid including additive alternates if any.

D. Copies of the files for the Bid Documents may be downloaded by any interested Bidder, subcontractor, or supplier on or after October 28, 2019, after 3:00 pm, by going to the Lane Council of Governments Web Site at www.lcog.org. Look for the RFP information on the left hand side of the Home Page.

E. Any modifications to the Bidding Documents will be made by addendum, which, if any, will be posted on the Lane Council of Governments Web Page prior to the time stated for receiving bids. It is the bidder's responsibility to visit the LCOG Web Site to download any addendum issued prior to submitting a bid. As a courtesy, LCOG may provide copies of addenda via e-mail to bidders who attended one of the mandatory Pre-Bid Briefings and Site Tours. However, such a courtesy will not relieve bidder of the bidder's responsibility to examine the LCOG Web Site for addenda before submitting a bid.

F. Electronic copies of the Bidding Documents will be provided to many of the region's construction plan rooms. The Bidding Documents may also be examined at the Engineer's Office (Systems West Engineers, Inc., 725 A Street, Springfield, OR 97477). Interested bidders, subcontractors, and suppliers may obtain personal printed sets by paying the cost of reproduction, which is not refundable through Central Print and Reprographic Services, 47 West 5th Avenue, Eugene, OR, 97401, telephone 541-342-3624 - www.centralreprographics.com

G. Prevailing wage rates for public works contracts in Oregon are required for this project. No bid will be received or considered by Lane Council of Governments unless the bid contains a statement that the Bidder will comply with the provisions of ORS 279C.800 to 279C.840 regarding the payment of prevailing rates of wage.

H. All bidders must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. In regards to Worker's Compensation, all bidders shall be required to comply with ORS 656.017 or are exempt under ORS 656.126.

I. Mandatory Pre-Bid Briefings and Site Tours will be held Wednesday, November 20, 2019 at 10:00 am, Wednesday, November 20, 2019 at 2:00 pm, and on December 4, 2019 at 10:00 am, at the Lane Council of Government office building, 859 Willamette Street, Eugene, OR - 5th floor conference room to tour the site and answer questions regarding the Project. Attendance at at least one of the Pre-Bid Briefings and Site Tours is mandatory for prime bidders for the Project. Lane Council of Governments will not receive or consider a bid from
a Bidder unless that Bidder attended and signed-in at the Mandatory Pre-Bid Briefing and Site Tour. All other interested sub-contractors, and suppliers, are invited to attend but their presence is not mandatory.

J. This scheduled Pre-Bid Briefings and Site Tours will be the only opportunity for bidders to visit the site and have access to the roof surface or building interior.

K. Each bid must include a statement by the bidder as to whether the bidder is a resident bidder under ORS 279A.120.

L. LCOG may reject any bid that does not comply with all prescribed public bidding procedures and requirements, including the requirements to demonstrate the bidder’s responsibility under ORS 279C.375(3)(b).

M. LCOG reserves the right to waive informalities, and for good cause to reject any and all bids after finding that doing so is in the public interest.

N. No bid will be received or considered unless the bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board for the work of the project.

O. Each bidder must submit a disclosure of first-tier subcontractors supplying labor or labor and materials within two hours after the date and time of the deadline when bids are due, in accordance with ORS 279C.370.

P. In making an award of this contract, Lane Council of Governments (LCOG) will:
   1. Give preference to goods or services that have been manufactured or produced in the state, if price, fitness, availability, and quality are otherwise equal; and
   2. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides;
   3. Give preference to recycled goods in accordance with ORS 279A.125.
   4. Comply with the requirements of ORS 279C.375 regarding award and execution of contract, determination of responsibility of bidder, and impermissible exclusions.
   5. Comply with the procurement requirements of LCOG and applicable state and federal rules and regulations regarding solicitation and award.

Q. Questions regarding bidding procedure shall be directed to the Owner: Jacob Callister, LCOG Project Manager

R. Questions regarding technical matters shall be directed to the project engineer: Systems West Engineers, Inc. at (541) 342-7210.

S. ALL ENVELOPES MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE SHOWING THE NAME OF THE BIDDER, NAME OR PORTION OF PROJECT REPRESENTED BY THE ENCLOSED BID, AND THE DATE AND THE HOUR OF OPENING.

T. By: Jacob Callister, LCOG Principal Planner.

U. Date: Wednesday, November 6, 2019

END OF SECTION
SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

1.01 DELIVER TO:
A. Owner
   1. LANE COUNCIL OF GOVERNMENTS
   2. 859 WILLAMETTE STREET, SUITE 500, EUGENE, OR 97401

1.02 FOR THE FOLLOWING PROJECT:
A. LANE COUNCIL OF GOVERNMENTS - INTERCONNECTION SITE - WIX PROJECT
B. Located at 859 Willamette Street, Suite 280, Eugene, OR 97401

1.03 CONTRACT NUMBER: CONTRACT NUMBER TBD

1.04 DATE:
A. Bid Closing Date and Time: Wednesday, December 18, 2019 at 3:00 p.m.
B. Bids will be opened publicly, immediately following the bid closing time

1.05 DELIVER BIDS TO
A. Jacob Callister, LCOG Principal Planner

1.06 PLACE OF BID OPENING
A. LCOG Offices, 5th Floor Conference Room - 859 Willamette Street, Eugene, OR 97401

1.07 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)
A. Bidder's Full Name: _________________________
   1. Address: _________________________
   2. City, State, Zip: _________________________
   Phone: _______________________________
   Fax: __________________________________
   E-Mail Address: _________________________
B. Type of Organization (check one of the following and insert information requested):
   1. __ A Corporation organized and existing under the laws of the State of ______________.
   2. __ A Limited Liability Company organized and existing under the laws of the State of ______________.
   3. __ A partnership
   4. __ An individual

1.08 ATTENDANCE AT MANDATORY PREBID CONFERENCE
A. Attendance at the Pre-Bid Conference was mandatory for prime Bidders. The Bidder certifies that the Bidder attended and signed-in at the Mandatory Pre-Bid Conference.

1.09 BASE BID
A. Having examined the site and being familiar with the conditions affecting the work, Bidder proposes to furnish all material and labor and perform all work hereinafter indicated in strict accordance with the Bidding Documents prepared by Systems West Engineers, Inc. for the project identified above, for the following Base Bid amount:
1. _____________________________________________________________________________ dollars
($______________________), in lawful money of the United States of America.

B. The Base Bid includes all of the work shown on drawings or described in the contract
documents, to which work may added or from which work may be deleted for the amounts
stated in Alternate Bids.

1.10 INCIDENTAL COSTS INCLUDE
A. All bid prices include all supervision, fees, taxes, profit, overhead, insurance, bonds, licenses,
permit, and other costs incidental to but required for the Work

1.11 THE UNDERSIGNED AGREES TO BE BOUND BY THE FOLLOWING DOCUMENTS:
A. Advertisement for Bids
B. Instructions to Bidders
C. Bid Bond
D. First-Tier Subcontractor Disclosure Form
E. Contractor's Drug Testing Program
F. Owner Contractor Agreement
G. Oregon Public Contracting Requirements
H. Lane Council of Governments Contract Provisions
I. U. S. Department of Commerce Economic Development Administration Standard Terms and
Conditions for Construction Projects
J. Performance Bond
K. Payment Bond
L. General Conditions
M. Insurance Requirements
N. Drawings and Specifications
O. Addenda

1.12 SUMMARY OF THE WORK
A. Summary Project Description: The project consists of the general construction services for the
remodel of portions of the existing building for a new telecommunications interconnection site,
including mechanical and electrical work and certain telecommunications equipment, located at
859 Willamette Street, Eugene, OR for the Lane Council of Governments.

1.13 CONTRACT TIME OF COMPLETION
A. Bidder agrees that, if this Bid is accepted, Bidder will:
B. Substantially Complete the Work by the Insert Date here day of Insert Month and Year here.

1.14 ADDENDA
A. The undersigned acknowledges that the following Addenda have been received during the bid
period. The modifications to the Bid Documents described in the Addenda itemized below
have been considered and all costs are included in the Bid Sum.
1. Addendum # _______ Dated ________________.
2. Addendum # _______ Dated ________________.
3. Addendum # _______ Dated ________________.
4. Addendum # _______ Dated ________________.

1.15 RESIDENT BIDDER
A. The undersigned certifies that Bidder is_____/is not ____ (check one) a Resident Bidder as
defined in ORS 279A.120.
1.16 CONTRACTOR REGISTRATION
   A. The undersigned certifies that Bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board as follows:
      1. Registration No.____________________ Expiration Date ________________

1.17 BID SECURITY
   A. This Bid is accompanied by a bid security in the form of a bid bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check, or certified check, payable to Lane Council of Governments in the amount of ten (10%) of the total amount of the Base Bid, plus additive Alternates, if any.

1.18 CONTRACT & BOND
   A. The undersigned agrees, if awarded the contract, to deliver to the Owner within ten (10) days after receiving the contract forms, a fully and properly executed contract, a performance bond and a payment bond complying with ORS 279C.380, and proof of insurance in the forms and amounts required in the Contract Documents.
   B. The surety requested to issue the Performance and Payment Bond will be:
   C. Name and address of Surety Company:
      1. Name: __________________________________________
      2. Address: ________________________________________
      3. City/State: _________________________________
   D. Agent Name/Phone: ______________________________

1.19 NON-COLLUSION
   A. The undersigned certifies that:
      1. This bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
      2. The contents of this bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the bid.

1.20 BID SECURITY FORFEITURE
   A. Bidder acknowledges that the bid security accompanying this Bid is submitted to LCOG as a guarantee that, if the Bidder is awarded the contract, the Bidder will execute the contract and furnish the required performance and payment bonds and any required proof of insurance; and that if Bidder fails to promptly and properly execute the contract and deliver the performance bond, payment bond, and proof of insurance within ten (10) days after contract award, Bidder will forfeit the bid security as the measure of liquidated damages which the LCOG will sustain, and not as a penalty for failure of the bidder to execute the contract and deliver the bonds and proof of insurance.

1.21 WAGE RATES
   A. Bidder agrees, if awarded a contract, that Bidder will comply with the provisions of ORS 279C.838, ORS 279C.840 or Davis-Bacon 40 U.S.C 3141 et seq. as applicable, regarding the payment of the prevailing rates of wage.
1.22 BIDDER ACKNOWLEDGEMENTS
A. By signing this bid, Bidder acknowledges that bidder has read and understands the liquidated damages provision included in the General Conditions of the Bid Documents.
B. By signing this bid, Bidder acknowledges that bidder has read and understands the terms and conditions applicable to the Bid Documents and that bidder accepts and agrees to be bound by the terms and conditions of the contract, including to perform the scope of work and meet the performance standards.

1.23 CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING
A. This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).
   1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
      a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
      b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
   3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

1.24 ADDITIONAL BIDDER CERTIFICATIONS
A. By signing below the undersigned certifies that Bidder:
   1. has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small businesses enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225; and
   2. To the best of Bidder's knowledge, Bidder is not in violation of any Oregon tax laws described in ORS 305.380(4).

1.25 FIRST-TIER SUBCONTRACTOR DISCLOSURE
A. Bidder agrees to submit bidder's First-Tier Subcontractor Disclosure within two (2) hours after submission of this bid in the form described below:
   1. Section 00 4339 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00 2113.

1.26 BID FORM SUPPLEMENTS
A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 00 4323 - Supplement C - Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 2300.

B. We agree to submit the following Supplements to Bid Forms within 2 hours after submission of this bid for additional bid information:
   1. Section 00 4339 - FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (submitted after the bid form as directed in the Instructions to Bidders 00 2113).

1.27 BID EXECUTION
   Name of Firm: ____________________________________________
   Address of Firm: __________________________________________
   City, State, Zip Code: ______________________________________

   Contractor's Federal I.D. Number (TIN): _________________________

   By: _____________________________________________________ (if bid is by a partnership, then one of the partners must sign the bid)

   Type or Print Name: ________________________________________

   If Corporation, Attest: ______________________________________ (Signed by Secretary of the Corporation)

   Type or Print Name: ________________________________________

1.28 NOTARIZATION OF SIGNATURES
   A. Subscribed and sworn to before me on the _____ day of ___________________, _______
      (year)
   B. _____________________________________________________
   C. _____________________________________________________
   D. Notary Public for the State of Oregon. My commission expires: _______________________

1.29 IF THE ABOVE BID IS THAT OF A JOINT VENTURE, ADDITIONAL FORMS OF EXECUTION IDENTIFYING AND BEARING THE SIGNATURE OF EACH MEMBER OF THE JOINT VENTURE IN THE SAME FORM AS ABOVE MUST BE INCLUDED WITH THE BID.

END OF SECTION
SECTION 00 4339
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PARTICULARS

1.01 DELIVER TO:
   A. Jacob Callister, LCOG Principal Planner
   B. 859 Willamette Street, Suite 500, Eugene, OR 97401
   C. UNLESS STATED OTHERWISE IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INVITATION TO BID AND INSTRUCTIONS TO BIDDERS.

1.02 FOR THE FOLLOWING PROJECT:
   A. LANE COUNCIL OF GOVERNMENTS - INTERCONNECTION SITE - WIX PROJECT

1.03 OWNER'S CONTRACT NUMBER ___TBD___

1.04 DATE:
   A. Bid Closing Date and Time: Wednesday, December 18, 2019 at 3:00 p.m.
   B. Bids will be opened publicly, immediately following the bid closing time
   C. First-Tier Submission Due: Within two hours of bid closing time.

1.05 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)
   A. Bidder's Full Name _________________________
      1. Address _________________________
      2. City, State, Zip_________________________
      3. Phone _______________________________
      4. Fax  _________________________________

1.06 SUBMITTAL REQUIREMENTS
   A. Bidders are required to disclose information about certain first-tier subcontractors providing LABOR or LABOR and MATERIALS when the contract value for a Public Improvement is greater than $100,000 (see ORS 279.027). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, you must disclose the following information about that subcontract within two (2) hours of bid closing:
      1. The subcontractor's name,
      2. The dollar value of the subcontract, and
      3. The subcontractor's category of work they will be performing.
   B. If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.
   C. THE AGENCY MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION.
   D. To determine disclosure requirements, it is recommended that bidders disclose subcontract information for any subcontractor as follows:
      1. Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
      2. Provide the required disclosure information for any first-tier subcontractor whose potential contract services (i.e., subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to: (i) 5% of that lowest contract price, but at least $15,000, or (ii)
$350,000 regardless of the percentage. (iii) Total all possible work for each subcontractor in making this determination (e.g., if a subcontractor will provide $15,000 worth of services on the base bid and $40,000 on an additive alternate, then the potential amount of subcontractor's services is $55,000. Assuming that $55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the $15,000 services and the $40,000 services).

**1.07 LIST OF FIRST-TIER SUBCONTRACTORS MEETING THE ABOVE CRITERIA**

A. This form must be submitted within two (2) working hours of the advertised bid closing date and time.

B. List below the Name, and category of work of each subcontractor that will be furnishing LABOR or LABOR AND MATERIALS that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. (IF NEEDED ATTACH ADDITIONAL SHEETS).

**1.08 SUBCONTRACTORS OR SUPPLIERS OF LABOR OR LABOR AND MATERIAL**

| A. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| B. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| C. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| D. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| E. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| F. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| G. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| H. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| I. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| J. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| K. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |

| L. Name of subcontractor: ______________________________ |
| 1. Category of work: __________________________________ |
| 2. Dollar Value of Subcontract: ______________________ |
1.09 CERTIFICATION OF BIDDERS
   A. The above listed first-tier subcontractor(s) are providing labor and/or labor and materials with a Dollar Value equal to or greater than:
      1. 5% of the total Contract Price, but at least $15,000 (including all alternatives). If the Dollar Value is less than $15,000 do not list the subcontractor above; or
      2. $350,000 regardless of the percentage of the total Contract Price

1.10 FAILURE TO SUBMIT THIS FORM WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!

1.11 FORM SIGNATURE(S)
   A. Name of Firm: ____________________________________________
   B. Address of Firm: __________________________________________
   C. City, State, Zip Code: ______________________________________
   D. By: _______________________________________________________
   E. Type or Print Name: _________________________________________

END OF SECTION