



**Invitation to Bid (ITB)
No. P17926-2024-03-27**

Construction Services

BUILDING E RENOVATION / ALLIED HEALTH

**Rogue Community College District
Redwood Campus, Grants Pass, Oregon**

ITB CLOSING (DUE) DATE: March 27, 2024 2:00 pm PDT

Proposals will be publicly opened at 2:15 pm PDT.

NO LATE RESPONSES WILL BE ACCEPTED

SUBMIT TO:

Rogue Community College
Attn: Jodie L Fulton, CPPO, CPPB
Contract and Procurement Director
Contract and Procurement Office, JO-12
3345 Redwood Highway
Grants Pass, Oregon 97527



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BUILDING E RENOVATION / ALLIED HEALTH

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Invitation to Bid (ITB) No. P17926-2024-03-27

**Construction Services
BUILDING E RENOVATION / ALLIED HEALTH
Rogue Community College District, Redwood Campus**

The purpose of this solicitation (ITB) is to obtain competitive offers from qualified contractors (Bidders) to provide Construction Services to Rogue Community College District (College) for the College's facility located at 3345 Redwood Highway, Grants Pass Oregon.

Bid Due: Not later than Wednesday, March 27, 2024 at 2:00 pm PDT, in the Contract and Procurement Office of Rogue Community College located at 3345 Redwood Hwy, Grants Pass, Oregon. Bids will be publicly opened at 2:15 pm PDT.

Rogue Community College District reserves the right to reject any Bids not in compliance with all prescribed public bidding procedures and to reject for good cause any or all bids that are not in the best interests of Rogue Community College District.

This solicitation is advertised on the State of Oregon's purchasing page, OregonBuys at <https://www.oregon.gov/das/ORBuys/Pages/supplierresources.aspx> and on the College's purchasing website at <http://web.roquecc.edu/contract-and-procurement/vendor-opportunities>

Oregon Revised Statutes (ORS) regulations governing public entities require that questions regarding this Bid must be submitted in writing via email (bidquestions@roquecc.edu) or regular US mail and answered by addenda so that all potential bidders may be equally apprised of project parameters and clarifications. Any addenda issued will be posted on the OregonBuys website and on the College's Purchasing website <http://web.roquecc.edu/contract-and-procurement/vendor-opportunities>.

Pre-Proposal Meeting:

Interested proposers are invited to participate in a non-mandatory pre-proposal meeting on Wednesday, March 13, 2024, beginning at 2:00 pm at the E-Building on the Redwood Campus of Rogue Community College, 3345 Redwood Highway, Grants Pass, Oregon. Please call (541) 956-7200 to confirm your attendance and receive location directions.

Description of Project

Rogue Community College (RCC) is seeking to contract with a general contractor for the renovation of an existing building located on the Redwood Campus Building-E for Allied Health Training.

The Rogue Community College Allied Health Program is an established and popular set of offerings provided at the College's Table Rock Campus near Medford, Jackson County, Oregon. The program grew to its current size over the past six years as part of the Health Profession Opportunity Grant-funded Southern Oregon HOPE program. Programs include training necessary to obtain careers in the medical assistant, nursing assistant, phlebotomy, pharmacy technician, medical office, and dental assistant fields; the average annual cohort size is approximately 30 students per program. With most programs being centralized in Jackson County, it requires all students who live in Josephine County to commute for educational training, which creates barriers to attendance for many rural students, especially those living in the Illinois Valley (a one-way commute from O'Brien, Josephine County, to the Table Rock Campus can take 90 minutes or more, for example). Opportunities for employment in health care in Josephine County are high and expanding program offerings to Josephine County and its unique labor market needs will help get students into these high demand careers. Local industry partners and high schools are looking to partner with RCC to train the workforce of tomorrow today. Allied Health is dedicated to helping reach rural, high poverty locations to provide short-term, affordable health care training opportunities that are in high demand. Employers need trained and certified employees who would also like to grow within health care businesses to start a strong pipeline that helps reduce generational poverty over time. Most of Rogue Community College's Healthcare Training programs in Allied Health and Nursing currently occupy approximately 23,000 square feet of total assignable space at the Table Rock Campus, with one training operated in temporary space at the Redwood Campus.

Project Scope

The project consists of construction/renovation of an existing 10,000 square foot building to include but not limited to the following: demolition, limited sitework, limited roof replacement, complete interior removal and replacement, complete MEP replacement, fire alarm, exterior lighting, concrete curbs gutters and sidewalks, limited landscaping and irrigation, interior signage, interior finishes, and limited OFCI work. The Contractor will provide all required materials and equipment as detailed in the plan drawings and specifications.

Project Acknowledgement

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$3,614,424 with 29% percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](https://www.hrsa.gov).

Project Schedule

March 27, 2024	Construction Bids Due
April 22, 2024	Start of Construction
April 18, 2025	Project Substantial Completion
May 16, 2025	Project Final Completion\Closure**

***Project completion timeline cannot be extended. The Completed facility is needed for the 2025-2026 Summer-Term.*

This project is subject to Bureau of Labor and Industry (BOLI) or Department of Labor (Davis Bacon) wage requirements whichever is higher. All Contractors and Subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 relative to Prevailing Wage Rates and the appropriate accounting requirements.

The Contractor will provide all required materials and equipment as detailed in the plan drawings and specifications. All construction will be based on the engineered and approved drawings available to the Contractor at:

Medford Builders Exchange
 2330 Crater Lake Ave.
 Medford, OR 97504

Solicitation schedule

The following dates are proposed as a timeline for the solicitation process. This Schedule is tentative and subject to change.

ITB Advertising on RCC's Webpage/Oregon Buys	February 27, 2024
Non-Mandatory Pre-Proposal Meeting - 2:00 PM	March 13, 2024
Deadline for Questions - 2:00 P.M.	March 21, 2024
Proposal Due - 2:00 P.M.	March 27, 2024
Notice of Intent to Award*	March 29, 2024
Deadline for Protests of Award- 12:00 P.M.*	April 5, 2024
Board of Education Approval*	April 16, 2024
*Tentative	

* * * * *

END OF SECTION

INSTRUCTIONS TO PROPOSERS

BID REQUIREMENTS:

Respondents must complete all forms requested in this Invitation to Bid. Any proposals submitted without the following will be considered non-responsive and will not be considered:

1. Section 00300 Bid Schedule.
2. Section 00320 Bid Bond.
3. Section 00340 Non-Collusion Affidavit.
4. Section 00370 Drug Testing Policy Certification.
5. Section 00380 Proposers/Bidders Certification.
6. Section 00390 Contractor Tax Compliance Certification.
7. Section 00400 First-Tier Subcontractor Disclosure Form.
8. Section 00410 References.
9. Section 00720 Certification Regarding lobbying

Proposal must meet all legal requirements, be nondiscriminatory and provide for compliance with all applicable federal, state and local regulations (e.g., ADA, FLSA, EEO/AA.)

PROJECT CONSTRUCTION REQUIREMENTS:

This project has been designed and engineered prior to advertisement and all drawings and specifications provided outline the necessary requirements to successfully complete the project. The selected Contractor will perform the Building E renovations, expansions, repairs, and replacement elements of sufficient detail to successfully meet the provided design, permit requirements of the City of Grants Pass and that adequately satisfy Rogue Community College District's project manager/College representative and Architect of record for all work.

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. Where there is a brand name specified, it is the intention of College to identify a suitable level of quality and performance. The brand name specified does not preclude a respondent from presenting an approved equal. The words (or equal) contained herein however, are defined to include the need for approval for such items.

CONDITIONAL BIDS:

Conditional Bids, or those which take exception to the specifications, will be considered non-responsive and may be rejected unless specified approval from the College is requested in writing by the respondent.

The College's response to all such requests shall be in the form of an addendum and shall be provided to all interested parties. All College responses to requests for approved equals or clarifications shall create the same opportunity, restriction, clarification, etc. to all Respondents.

All Proposals must be in strict compliance with the requirements and provisions of the Scope of Work specifications, including the provisions herein regarding approved equals or deviations.

RECYCLED PRODUCTS:

Per ORS 279A.125, Respondents shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

GENERAL INFORMATION:

This solicitation is issued pursuant to Rogue Community College District's Contracting Rules and ORS 279B.055 and 279B.060. The term "College" throughout this solicitation means Rogue Community College District, and the term "Bidder", "Proposer" or "Respondent" means the Person or Firm that submits an offer in response to this Solicitation.

1. **Solicitation Review:**

Bidders must carefully review this document and are responsible for knowing and understanding the terms and conditions included in or applicable to this solicitation. Unless defects, ambiguities, omissions, or errors are brought to the College's attention by noon on March 20, 2024, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award will not be favorably considered.

2. **ITB Protests:**

A Proposer may protest the procurement process or the solicitation document ("ITB Protest") for a contract solicited under ORS 279B.055, 279B.060, and 279B.085 in accordance with this Section. Before seeking judicial review, a Proposer must file a written protest with the College and exhaust all administrative remedies.

a. **ITB Protest Submission Requirements**

To be considered, the prospective Proposer's written ITB Protest must be submitted to the Contract and Procurement Office in an envelope marked as follows:

ITB Protest

ITB Title: ITB NO. P17926-2024-03-27 Building E Renovation / Allied Health

Closing Date: March 27, 2024

All ITB Protests must be in writing. *E-mail and facsimile ITB Protests will not be accepted.*

b. **Time Limitation on Protest**

An ITB Protest shall be presented to the College at least five (5) days prior to proposal closing or at a time designated. The College will not consider a protest submitted after 12:00 noon on March 20, 2024.

- c. **Right to Protest ITB**
The College will consider an ITB Protest filed in compliance with the requirement of this ITB if it: 1) states the grounds that demonstrate how the process is contrary to law, or how the solicitation document is unnecessarily restrictive, is legally flawed; 2) provides evidence or supporting documentation that supports the grounds on which the protest is based; and 3) states the relief sought by prospective Proposer.
- d. **College's Response to ITB Protest**
The College will issue a written disposition of the ITB protest no less than seventy-two (72) hours before proposals are due, unless a written determination by the College determines that circumstances exist that require a shorter time limit. If the College upholds the protest, in whole or in part, the College may in its sole discretion either issue an Addendum reflecting its disposition under OAR 137-047-0430 or may cancel the ITB in the public interest under, and in conformance with, OAR 137-047-0660.
- e. **Extension of Closing**
The College may extend Closing if it determines an extension is necessary to consider and respond to a properly filed Protest.
3. **Offer:**
Pursuant to Oregon Administrative Rule (OAR) 137-47-0310, a submission in response to this solicitation is the Bidder's Offer to enter into a Contract. By signing and returning the Offer, the Bidder acknowledges they have read, understands and agrees to be bound by the terms and conditions contained in this document. The Offer is a "Firm Offer," and must be held open by the Bidder for the College's acceptance for a minimum of ninety (90) days. The College's Award of a Contract constitutes acceptance of the Offer and binds the Bidder to the contract. The Bidder must not make an Offer contingent upon the College's acceptance of any terms or conditions (including Specifications) other than those contained in this solicitation.
4. **Bid Bond:**
Each bid shall be accompanied by a cashier's check, certified check, postal money order, or bid bond made payable to the Rogue Community College in an amount not less than ten percent (10%) of the bid amount. Said check or bid bond shall be given as a guarantee that bidders shall execute such a contract as may be awarded in conformity with the bid and contract documents and shall provide surety bond or bonds as specified therein promptly after notification of the award of contract. Bid deposits will be returned to non-successful Bidders after the bid opening and subsequent contract award. The bonds must be issued from sureties as listed on the Department of Treasury's Circular 570 approved list at the following link:
<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

5. **Offer Preparation:**

Pursuant to OAR 137-47-0400, failure to submit Offers in accordance with the provisions of this document shall be grounds to declare the Offer as non-Responsive. Bidders must:

- a. Submit all completed forms as listed under Bid Requirements within this solicitation.
- b. Initial any corrections or erasures to their Offer.
- c. Provide (on the Proposers/Bidders Certification Form) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110 (4).
- d. Provide (on the Proposers/Bidders Certification Form) written acknowledgement of the receipt of all addenda.
- e. All bids shall be written in English, legibly written or if typed, single-spaced with font size not smaller than ten (10) point.
- f. Adhere to a page limit of no more than twenty-five (25) pages not including the required forms as listed under Bid Requirements.

6. **Proposal Submission:**

Pursuant to OAR 137-47-0410:

To ensure proper identification and handling, Proposals shall be submitted as follows: One (1) original copy and one (1) thumb drive with a copy hand-delivered or mailed to Jodie L Fulton, Contract and Procurement Office, Josephine Building, Rogue Community College, 3345 Redwood Hwy, Grants Pass, OR 97527, with the Bid title, Bid number, and the name and address of the bidder and received not later than the stated deadline.

The College is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required.

Bidders are solely responsible for ensuring that the College receives their Proposals at the required delivery point prior to closing.

7. **Addenda:**

Pursuant to OAR 137-47-0430:

The College may change this solicitation by written addenda.

All addenda shall be issued not later than seventy-two (72) hours prior to the bid closing.

Bidders shall provide written acknowledgement of receipt of any Addenda on the provided Proposers/Bidders Certification Form.

Bidders are responsible to make inquiry as to any Addenda issued. At its discretion, the College may extend the closing to allow bidders time to analyze and adjust to changes.

8. Modification or Withdrawal:
Pursuant to OAR 137-47-0440:

A bidder may modify or withdraw its Proposal in writing only prior to closing. Any modifications or withdrawals must be marked and delivered as described above under Proposal Submission. A bidder may also deliver its modification or withdrawal in person. Bidders are responsible for ensuring that the College receives its modification or withdrawal. Modifications or withdrawal must be prepared and submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder.

- a. **Modifications:** Each modification shall state that the modification amends and supersedes the prior offer.
- b. **Withdrawals:** The Bidder may withdraw its proposal in person prior to the closing, upon presentation of appropriate identification and evidence of authority satisfactory to the College. The College shall void any date and time stamp mark.

9. Receipt, Opening, and Recording of Proposals:
Pursuant to OAR 137-47-0450:

The College shall mark the time and date on each Proposal and any modification upon receipt at the College's Contract and Procurement office, JO-12, located at 3345 Redwood Hwy, Grants Pass, Oregon. The College shall not be responsible for the premature opening or failure to open any Proposal that is not properly addressed and/or identified.

10. Late Proposals, Withdrawals, or Modifications:
Pursuant to OAR 137-47-0460:

Any Proposal received after the closing is late. A Proposer's request for withdrawal or modification of a Proposal received after closing is late. The College shall not consider late Offers, withdrawals or modifications except as permitted in Mistakes by Proposer below. The College reserves the right to consider Proposals that have been delayed or mishandled by the College.

11. Mistakes by Proposer:
Pursuant to OAR 137-47-0470:

The College shall carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes. The College must not allow a Proposer to correct or withdraw an Offer for an error in judgment. The College must reject any Proposal in which a mistake is evident on the face of the Proposal. If certain mistakes in a Proposal are discovered after Opening, but before Award of the Contract, the College may take the following action:

- a. The College may waive, or permit a Proposer to correct, a minor informality; a matter of form rather than substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
- b. The College may correct a clerical error if the error is evident on the face of the Proposal, or other documents submitted with the Proposal, and the Proposer confirms the College's correction in writing. A clerical error is a Proposer's error in transcribing its Proposal.

- c. The College may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only in accordance with OAR 137-47-0470 (2)(c) and (d).

12. **Offer Evaluation and Award:**

Pursuant to OAR 137-17-0600:

Evaluation: The College will utilize the following objective factors to determine the lowest responsive responsible bidder:

- a. **Responsibility of Bidder:** Before awarding a Contract, the College must determine that the Proposer submitting the lowest Bid is Responsible. The College must use the standards set forth in ORS 279B.110 and OAR 137-47-0640(1) (c) (F) to determine if a Proposer is Responsible. In the event the College determines that the Proposer is not Responsible, it must prepare a written determination of non-responsibility as required by ORS 279B.110 and must reject the Proposal.
- b. **Contingent Proposals:** The Proposer must not make its Proposal contingent upon the College's acceptance of any terms or conditions (including Specifications) other than those contained in this document.
- c. **Identical Bids:** When one or more Bids are identical under OAR 137-46-0300, the College must award a Contract in accordance with the procedures set forth in OAR 137-46-0300.
- d. **Clarification of Proposals:** After the Opening, the College may conduct Discussions with apparent Responsive Proposers for the purpose of clarification and to assure full understanding of the Proposal.
- e. **Time of Completion and Liquidated Damages:**
The Proposer must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the College; and to complete the project in total by 5:00 pm May 16, 2025. The Proposer must also agree to pay as liquidated damages, the sum of \$5,000.00 (five thousand dollars) for each consecutive calendar day thereafter until all the construction is complete (except for weather). Exceptions will be granted for unusually foul weather days, which have been documented by the COLLEGE'S REPRESENTATIVE to prevent work. Proposer must submit a work schedule to the College's Representative at least two (2) days prior to commencement of work. On the schedule, the work is to be broken down by trade group or logical project components, showing a start and finish date, preferably by bar or Gantt chart, in a schedule that predicts the Work to be completed within the contract allowable time.

Award: The College may award a Contract as follows:

- a. In part or in whole, contingent upon available funding. In the event adequate funds are not appropriated and allocated by the Rogue Community College Board of ITB- P17926-2024-03-27 Building-E Renovation / Allied Health

Education, the College reserves the right to cancel any solicitation and/or requirements Contracts at no penalty.

- b. The College may reject all or part of a Proposal and may issue a new Solicitation on the same or revised Terms, Conditions and Specifications.
- c. The award for this project will be awarded based on a low bid basis but using evaluation factors that are in the best interest of the College.

13. **Notice of Intent to Award:**
Pursuant to OAR 137-34-0610:

The College shall provide written notice of its *Intent to Award* to all Proposers at least five (5) Days before the Award of a Contract, unless the College determines that circumstances require prompt execution of the Contract. The College's Award must not be final until the latter of the following: five (5) Days after the *Notice of Intent to Award*, or until the College provides a written response to all timely filed protests (if any) that denies the protest and affirms the award.

14. **Award Protest**

An adversely affected Proposer may protest the Notice of Intent to Award the Contract for any and all contracts solicited under ORS 279B.055, 279B.060, and 279B.085 if the Proposer can demonstrate that it would be eligible to be awarded the public contract in the event the protest is successful. Before seeking judicial review of an Award of the Contract, an adversely affected Proposer must file a written protest with the College and exhaust all administrative remedies.

All written protests must specify the grounds upon which the protest is based and suggested changes that may remedy the defects. An issue that could have been addressed pursuant to an inquiry or request for clarification shall not be grounds for protest of award.

a. **Award Protest Submission Requirements**

To be considered, Proposer's written Award Protest must be submitted to the Contract and Procurement office in an envelope marked as follows:

ITB Award Protest

ITB Title: ITB NO. P17926-2024-03-27 Building E / Allied Health

Notice of Intent to Award Date: (insert date)

All Award Protests must be in writing. E-mail or facsimile Award Protests will not be accepted.

b. **Time Limitation on Protest**

To be considered by the College, a written protest must be received by the College within seven (7) days after issuance of the Notice of Intent to Award Contract.

c. Decision

The College shall issue a written decision on the protest in a timely manner. The College's decision is final; however, after the College has issued its response, Proposers may seek judicial review in the manner provided in ORS 279B.415.

15. Proposal Rejection:

Pursuant to OAR 137-47-0640:

The College may reject any Proposal:

- a. When the rejection is in the best interest of the College.
- b. When the Proposal is contingent upon the College's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
- c. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
- d. That fails to meet the Specifications of the Solicitation.
- e. That is submitted late.
- f. That is not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
- g. That is not in compliance with ORS 279B.120, 279B.130, 279A.105.
- h. When the Proposer is non-Responsible pursuant to ORS 279B.110.

The College may reject all Proposals based upon the following criteria:

- a. As set forth in ORS 279B.100. The College must notify all Proposers of the rejection, along with the reasons for rejection.
- b. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
- c. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.
- d. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
- e. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, and/or inadvertent or intentional errors in the Solicitation.
- f. Any other circumstance indicating that awarding the Contract would not be in the best interest of the College or in the public interest.

16. Questions, Changes or Clarifications:

Delivery: Written questions, changes or clarifications must be emailed to bidquestions@roquecc.edu, or mailed or hand-delivered to the College's Contract and Procurement office, JO-12, 3345 Redwood Hwy, Josephine Building, Grants Pass, Oregon.

Deadline: No questions, changes or clarification will be considered after 2:00 PM on March 21, 2024.

Questions: All questions regarding this solicitation must be submitted in writing to the attention of *Jodie L Fulton, Contract and Procurement Director* at bidquestions@roquecc.edu. **No oral questions will be accepted.** All questions received prior to the deadline must be received in written form and will be answered by written addenda.

Change or Clarification: Proposers may request changes of or clarification to the terms and conditions and/or the specifications of this Solicitation. Proposer comments must be made in writing. Such comments shall include:

- a. A detailed statement of the legal and factual grounds for the change or clarification.

Response: All Bidders will be provided notice of the College's determination (i.e. entirely rejects or agrees with) in written addenda to any questions, changes, clarifications or protests.

17. **Offer Costs:** The College is not liable for any costs incurred by the Proposer in its Proposal preparation.
18. **Use of Brand or Trade Names:** Any brand or trade names used by Rogue Community College in Proposal specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Proposers may submit Proposals using substantially equivalent products to those designated unless the solicitation provides that a specific brand is necessary because of compatibility requirements, etc.
19. **Submittals:** Submittals should be prepared simply, economically, and neatly. Special bindings, colored displays, and other similar accoutrements are not desired. Proposals will not be evaluated on the aesthetics of the package

PROPOSAL SUBMISSION

One (1) original of the Proposal plus One (1) thumb drive with a digital copy limited to twenty-five (25) pages, as well as all required documents as listed under **BID REQUIREMENTS**, are to be submitted to the following location **not later than 2:00 pm PDT, March 27, 2024**. Proposals may be submitted by mail or hand-delivered and must be clearly marked as follows: **ITB No. P17926-2024-03-27, Building E Renovation / Allied Health – Rogue Community College District, Redwood Campus, Grants Pass, Oregon**. Proposals submitted by mail must meet the above requirements and should be addressed as follows:

Rogue Community College District
Jodie L Fulton, Contract and Procurement Director
Contract and Procurement Office JO-12
3345 Redwood Hwy
Grants Pass, OR 97527

It is the sole responsibility of the Proposer to have the Proposal delivered to the College by the date and time specified in this solicitation. **Any Proposal received later than the specified date and time will not be accepted or considered.** All Proposals will be retained as property of College.

* * * * *

END OF SECTION

**BOLI/Davis-Bacon
and
RELATED ACTS
REQUIREMENTS
PREVAILING WAGE RATES
for
PUBLIC WORKS CONTRACTS**

Please reference the Bureau of Labor and Industries (BOLI) Website, or contact them directly, for prevailing wage rate information using the “Prevailing Wage Rates for Public Works Contracts”, effective **January 5, 2024**.

This project is subject to the state of Oregon prevailing wage rate law or Davis Bacon, whichever is greater. ORS 279C.855 (3); OAR 839-025-0080(4); ORS 279C.830 (1)(d); OAR 839-025-0020(3)(b)

All amendments pertinent to the current prevailing wage rates will also apply.

The website for BOLI is:

<http://www.oregon.gov/BOLI/WHD/PWR>

Other BOLI contact information:

E-mail: BOLI.MAIL@state.or.us

Phone: 971-673-0761

Fax: 971-673-0769

The website for the U.S. Department of Labor is:

<https://www.dol.gov/agencies/whd/government-contracts/construction>

Phone: 866-487-9243

* * * * *

END OF SECTION

Apprentice Usage Requirements

Consistent with ORS 279C.533 which was amended and added to and made a part of ORS chapter 279C by legislative action effective January 1, 2024, the following requirements shall be in effect as part of this solicitation and subsequent contract.

The College must include the provisions in any public improvement contract where the price exceeds \$3 million that the contractor shall:

1. Employ apprentices to perform a minimum of 12 (twelve) percent of the work hours that workers in apprenticeable occupations perform under this project; and
2. Require in each subcontract with a contract price of \$750,000 or more that the subcontractor shall employ apprentices to perform 12 (twelve) percent or more of the work hours in apprenticeable occupations under the subcontract.
3. A contractor or subcontractor shall pay an apprentice for work on the public improvement at the hourly rate to which the apprentice is entitled under an apprenticeship agreement or that the apprenticeship training program specifies.

The College must require as a material provision of the contract that the contractor establish and implement a plan for outreach for the recruitment and retention of women, minority individuals and veterans to perform work under the contract, with an aspirational target of having individuals in one or more of these groups to compose at least 15 (fifteen) percent of the total number of workers who perform work under the public improvement contract. A contractor's plan for outreach, recruitment and retention must require the contractor to, at a minimum:

The contractor must demonstrate adequate good-faith efforts to comply with the requirements above.

The College must require the contractor to submit for each contract and subcontract the Certified Payroll reports to the College and to BOLI showing compliance to the apprentice usage requirement and shall include:

1. The name of or other identification for the public improvement project;
2. The city or county in which the public improvement project is located;
3. A detailed accounting of:
 - a. The total number of hours of work that workers performed under each contract and subcontract;
 - b. The total number of hours of work that workers performed in each apprenticeable trade or craft for each contract and subcontract on this project;
 - c. The total number of hours of work that apprentices performed for each contract and subcontract on this project and
 - d. The total number of hours of work that apprentices in each trade or craft performed for each contract and subcontract on the public improvement; and
4. The total number of workers who performed construction work and the total numbers of minority individuals, women and veterans who performed construction work under the

SECTION 00130
Apprentice Usage Requirements

contract. A report under this subparagraph must separately list for each worker the worker's race, ethnicity, gender, veteran status and, as applicable, trade, craft or job category.

At least 30 (thirty) days before making any final payment to a contractor under this contract, the College shall determine the extent of the contractor's compliance with the requirements.

The College must calculate the actual number of work hours that workers in apprenticeable occupations performed for each contract and subcontract on the public improvement and the actual number of work hours that apprentices performed for each contract and subcontract on this project, as shown in the reports submitted.

The College is required to reduce the final payment due under this contract to a contractor that does not meet the requirements set forth under ORS 279C.533. The amount of the reduction must be equivalent to the difference between the total number of work hours that apprentices in apprenticeable occupations should have performed on the project to meet the less the total number of work hours that apprentices in apprenticeable occupations actually performed on the project, multiplied by \$15 (fifteen dollars) per hour.

The College must pay the amount of the reduction to the State Treasury to the credit of the Bureau of Labor and Industries Account established under ORS 651.160, not later than 30 (thirty) days after making a final payment to the contractor.

* * * * *

END OF SECTION

BID SCHEDULE

1.0 General Bid Specifications

PROJECT IDENTIFICATION: Building E Renovations Allied Health, Grants Pass, Oregon

BID TO: Rogue Community College District
Attn. Jodie L Fulton, Contract and Procurement Director
Contract and Procurement Office
3345 Redwood HWY, Josephine Building RM 12
Grants Pass, Oregon 97527

RESPONDENT

_____ Name of Respondent
_____ Address

1.1 The undersigned Respondent agrees, if this Bid is accepted, to enter into an agreement with the College, in the form defined in the Bid Documents, to perform and furnish the Work as specified or indicated in the Bid Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

- 1.2** In submitting this Bid, Respondent represents, as more fully set forth in the Agreement, that:
- A. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
 - B. The College has the right to reject this Bid;
 - C. Respondent will sign and submit the Agreement with the other documents required by the Respondent Requirements within ten (10) days after the date of College's Notice of Intent to Award;
 - D. All applicable federal taxes, state of Oregon taxes, City, and County taxes are included in the Bid Price;
 - E. If awarded a contract Respondent will commence the Work no later than seven (7) days after the date of receipt of Notice to Proceed;
 - F. Respondent has examined copies of all the Bid Documents;
 - G. Respondent has visited the site and become familiar with the general, local and site conditions;
 - H. Respondent is familiar with federal, state, and local laws and regulations;

- I. Respondent has correlated the information known to Respondent, information and observations obtained from visits to the site, reports and drawings identified in the Bid Documents and additional examinations, investigations, explorations, tests, studies and data with the Bid Documents;
- J. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation; Respondent has not directly or indirectly induced or solicited another Respondent to submit a false or sham Bid; Respondent has not solicited or induced a person, firm or corporation to refrain from Responding; and Respondent has not sought by collusion to obtain for itself an advantage over another respondent or over the College;
- K. If awarded a contract, Respondent shall comply with Oregon Revised Statutes, ORS 279C.800 to 279C.870 and pay workers not less than current BOLI/Davis-Bacon rates;
- L. If awarded a contract that the Contract shall contain a provision that the contractor shall pay and perform according to the conditions required by ORS 279C.505, 279C.520, and 279C.830;
- M. Respondent will sign and submit the Agreement with the Bonds and other documents required by the Respondent Requirements within ten (10) days after the date of College's Notice of Intent to Award;
- N. The cost of all required Performance Bonds and Labor and Material Payment Bond are included in the Bid Price.

BID REQUIREMENTS

The bid shall include all work described in drawings and specifications as indicated throughout the rest of these documents. **The contractor must submit a First-Tier Subcontractor Disclosure Form within two (2) hours of bid opening.**

BID AMOUNT:

_____ \$ _____
(Words) (Figures)

By my signature below, I hereby attest to the willingness to comply with the wage provisions set forth in ORS 279C.800 through 279C.870.

BIDDER

The name of the bidder submitting this Bid is:

Doing business at: _____

Street

_____, _____, _____,

City

State

Zip

(_____) _____
Phone

Which is the address to which all communications concerning this Bid and with the contract shall be sent.

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

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS WHEREOF the undersigned has set their hand the _____ day of _____, 20____.

Signature of Proposer

Title

IF CORPORATION

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation: _____

BY: _____

TITLE: _____

ATTEST: _____

WORKERS' COMP INFORMATION

(REQUIRED BY BUREAU OF LABOR & INDUSTRIES)

Construction Contractor's Board Registration Number: _____

Workers' Comp Insurance Company: _____

Workers' Comp Policy/Binder Number: _____

* * * * *

END OF SECTION

BID BOND



ROGUE COMMUNITY COLLEGE DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, hereinafter called Principal, has submitted to ROGUE COMMUNITY COLLEGE DISTRICT, hereinafter called Obligee, a bid for the construction of:
ROGUE COMMUNITY COLLEGE’S BUILDING E RENOVATION, ALLIED HEALTH and

WHEREAS, the process of letting said construction project for bids is attended by expenses to Obligee, which expenses will cause real damages to Obligee in the event Principal fails or refuses to enter into a contract with Obligee upon Principal’s being awarded the bid for the above-described construction project; and

WHEREAS, it is in the interest of both Principal and Obligee to liquidate said damages by herein agreeing to the amount thereof in order to avoid litigation and expenses to both parties;

NOW, THEREFORE, we the Principal and _____, as Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to Obligee in the compensatory sum of \$_____.

The condition which will release the liability of both Principal and Surety under this bond is that if Obligee does not accept the bid of Principal said liability shall be forever discharged. An additional condition which will release the liability of both Principal and Surety under this bond is that Obligee accept the bid of Principal and Principal shall promptly enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof. It is expressly understood that failure on the part of Principal to enter into said contract, as above-described, said failure being for the reason that Principal committed a patent error in computing his bid, making said Principal in law not bound to enter into said construction contract, shall not relieve the liability of Principal and Surety under this bond but that said Principal and Surety shall be liable hereunder.

The bonds must be issued from sureties as listed on the Department of Treasury’s Circular 570 approved list at the following link: <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

Signed, sealed and dated this _____ day of _____, 20____.

Contractor(s) or Principal(s)

Insurance Company Name

By: _____

By: _____

* * * * *

END OF SECTION

PERFORMANCE BOND



ROGUE COMMUNITY COLLEGE DISTRICT

KNOW ALL MEN BY THESE PRESENTS: That we _____ as Principal, and _____ as surety, are jointly and severally held and bound unto Rogue Community College District, in the sum of:

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

THE CONDITION OF THIS BOND IS SUCH

That, whereas said Principal herein has made and entered into a certain contract, a copy of which is hereto annexed, with Rogue Community College District, which contract, together with the plans, specifications, standard specifications, and special provisions, is hereby made a part hereof, whereby the said Principal agrees to perform said contract in accordance with all the terms, conditions, requirements and specifications set out or incorporated therein.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract upon the terms set forth, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless Rogue Community College District, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or against any claims for injuries to persons or property arising during the construction of said work before the same is accepted; and shall promptly pay all laborers, mechanics, subcontractors and materialmen; and shall promptly make payments to all persons supplying to the contractor or contractors or subcontractors, labor or materials for the prosecution of the work or any part thereof provided in said contract and shall pay all contributions or amounts due the State Industrial Accident Fund or the State Unemployment Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and shall pay all other just debts, dues and demands incurred in the performance of the work and shall pay Rogue Community College District such damages as may accrue to Rogue Community College District under said contract, or on breach thereof, and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. The bonds must be issued from sureties as listed on the Department of Treasury's Circular 570 approved list at the following link:

<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

WITNESS our hands this _____ day of _____, 20____.

Principal

By: _____
Its Attorney-in-Fact

* * * * *

END OF SECTION



ROGUE COMMUNITY COLLEGE DISTRICT

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and _____, as surety, are jointly and severally held and bound unto Rogue Community College District, in the sum of:

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

THE CONDITION OF THIS BOND IS SUCH

That, whereas said Principal herein has made and entered into a certain contract, a copy of which is hereto annexed, with Rogue Community College District, which contract, together with the plans, specifications, standard specifications, and special provisions, is hereby made a part hereof, whereby the said Principal agrees to perform said contract in accordance with all the terms, conditions, requirements and specifications set out or incorporated therein.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract upon the terms set forth, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless Rogue Community College District, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or against any claims for injuries to persons or property arising during the construction of said work before the same is accepted; and shall promptly pay all laborers, mechanics, subcontractors and materialmen; and shall promptly make payments to all persons supplying to the contractor or contractors or subcontractors, labor or materials for the prosecution of the work or any part thereof provided in said contract and shall pay all contributions or amounts due the State Industrial Accident Fund or the State Unemployment Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and shall pay all other just debts, dues and demands incurred in the performance of the work and shall pay Rogue Community College District such damages as may accrue to Rogue Community College District under said contract, or on breach thereof, and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. The bonds must be issued from sureties as listed on the Department of Treasury's Circular 570 approved list at the following link: <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

WITNESS our hands this _____ day of _____, 20_____.

Principal

By: _____
Its Attorney-in-Fact

* * * * *

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF OREGON)

COUNTY OF)

I, _____, after first being sworn, depose and say that in submitting the proposal to which this affidavit is attached, I certify that said proposal has been computed and determined independently, without collusion, and without any agreement, understanding or planned course of action with any other vendor of materials, suppliers, equipment or services described in the invitation to submit proposal. I further state that the contents of the attached proposal have not been communicated by the undersigned, its employees or agents, to any person not an employee or agent of this Respondent, or to its surety on any bond furnished with the proposal, and further that such information will not be communicated to any such person prior to the official opening of the proposal.

I further state that I sign this affidavit as a (sole proprietor, partner, or officer of the bidding corporation), and that I am so authorized to sign, and I have fully informed myself regarding the accuracy of the statements made herein.

Dated this _____ day of _____, 20__

Signature _____

(Designate Capacity)

Subscribed and sworn to before me

this _____ day of _____, 20__

Notary Public, State of Oregon

My Commission Expires: _____

(Notarial Seal)

* * * * *

END OF SECTION

DRUG-TESTING POLICY CERTIFICATION

I, the undersigned a duly authorized representative of the Respondent, hereby certify that the Respondent has a drug-testing program in accordance with all state and federal laws in place, which applies to all employees. Respondent shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract.

Authorized Representative

Date

* * * * *

END OF SECTION

Rogue Community College District
Contract and Procurement Office
3345 Redwood Hwy
Grants Pass, OR 97527
541-956-7200

Proposers Certification and Offer Form

Name of Firm: _____

Address: _____

PROPOSAL PRICING

The Undersigned hereby proposes to furnish to Rogue Community College District all materials, services, and labor necessary to perform all work for the College in strict accordance with the terms, conditions, and requirements as specified in the Invitation to Bid.

Total Proposed Price \$ _____

Amount in words _____

(Undersigned agrees to honor this price for a minimum of ninety (90) days from date of signature below.)

The undersigned certifies, agrees and understands:

The Proposer certifies that they have read and understand all terms and conditions of this solicitation and the sample contract.

The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to (1) those prices, (2) the intention to submit an Offer, or (3) the methods or factors used to calculate the prices Offered.

The prices in this Offer have not and will not knowingly be disclosed by the Proposer, directly or indirectly, to any other Proposer before the closing unless otherwise authorized by law.

That no attempt has been made or will be made by the Proposer to induce any concern to submit or not to submit an Offer for the purpose of restricting competition.

The Proposer certifies that the proposer has complied or will comply with all requirements of local, state and federal laws and that no legal requirement has been or will be violated in making or accepting this solicitation.

The Proposer holds the required certificates for the State of Oregon designated in the complete document as applicable (Contractors, Architects, Landscape Board, Engineers, etc.).

Applicable Registration #s: _____.

SECTION 00380
Proposer/Bidders Certification

That the person signing this proposal is fully authorized to sign on behalf of the provider listed and to fully bind the provider listed to all provisions and clauses thereof.

That no party providing services under this proposal has been debarred or suspended.

That the Proposer will not discriminate when obtaining any required subcontractors in accordance with ORS 279A.110 (4).

That the person signing this proposal is fully authorized to sign on behalf of the provider listed and to fully bind the provider listed to all provisions and clauses thereof.

That the Proposer will not discriminate when obtaining any required subcontractors in accordance with ORS 279A.110 (4).

Pursuant to ORS 279A.120, Provider (*check one*) is _____ / is not _____ a resident bidder.

If not, indicate State of residency: _____

The Proposer acknowledges that they have received all addenda: Yes_____ No_____

of Addenda received _____

Respectfully submitted this _____ day of _____, 20____

Signature: _____

Name: _____ Phone: _____
(Print/Type)

Title: _____ Email: _____

* * * * *

END OF SECTION

Rogue Community College District
Contract and Procurement Office
3345 Redwood Hwy
Grants Pass, OR 97527
541-956-7200

CONTRACTOR CERTIFICATION OF TAX COMPLIANCE

Name of Firm: _____

Address: _____

The Proposer certifies and warrants the following:

The Proposer has the power and authority to enter into and perform any resulting contract.

The Proposer acknowledges that the contract when executed and delivered is a valid and binding obligation and enforceable in accordance with contract terms.

That the Proposer, for a period of no fewer than six (6) calendar years prior to the closing date of this solicitation has faithfully complied with the following:

- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- Any tax provisions imposed by a political subdivision of this state that applied to Proposer, Proposer’s property, operations, receipts, income, or to Proposer’s performance of or compensation for any work performed by Proposer.
- Any tax provisions imposed by a political subdivision of this state that applied to Proposer, goods, services, or property, whether tangible or intangible.
- Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the forgoing tax laws or provisions.

That any goods or services delivered to Rogue Community College District as contracted shall be provided free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges and encumbrances of any kind.

Signature: _____

Name (please type or print): _____

Title: _____

Phone: _____ Email: _____

* * * * *

END OF SECTION

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(OAR 137-040-0017)

PROJECT NAME: **ROGUE COMMUNITY COLLEGE DISTRICT
BUILDING E RENOVATION / ALLIED HEALTH**
BID CLOSING: DATE: **March 27, 2024 at 2:00 PM, PDT**

DISCLOSURE DEADLINE DATE: **TIME: March 27, 2024 at 4:00 PM, PDT**

This form must be submitted at the advertised bid closing date and time DEADLINE stated above.

List below the Name, Address, Dollar Value, Construction Contractor Board (CCB) number if required, Contact Name and Telephone Number of each subcontractor that will be furnishing labor or materials that are required to be disclosed. Enter "NONE" if there are no subcontracts that need to be disclosed. (IF NEEDED ATTACH ADDITIONAL SHEETS.)

	NAME / ADDRESS	DOLLAR VALUE CCB#	CATEGORY OF WORK	CONTACT NAME PHONE #
1)	_____	\$ _____	_____	_____
	_____	CCB _____	_____	_____
2)	_____	\$ _____	_____	_____
	_____	CCB _____	_____	_____
3)	_____	\$ _____	_____	_____
	_____	CCB _____	_____	_____

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

Five percent (5%) of the total Contract Price, but at least fifteen thousand dollars (\$15,000). If the Dollar Value is less than fifteen thousand dollars (\$15,000) do not list the subcontractor above; or three hundred fifty thousand dollars (\$350,000) regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIBLE AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!

Bids which are submitted by bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Form Submitted by (Respondent's Name):

Contact Name: _____

Phone #: _____

Deliver Form to Agency:	Rogue Community College District
Person Designated to Receive Form:	Jodie Fulton, Phone #: (541) 956-7200
Agency's Address:	Contract and Procurement Office 3345 Redwood Hwy, Josephine Building Room 12 Grants Pass, OR 97527

UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF PROPOSERS TO SEPARATELY SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO PROPOSERS.

* * * * *

END OF SECTION

Rogue Community College
Contract and Procurement Office
3345 Redwood Hwy
Grants Pass, OR 97527
541-956-7200

References

Please list at least three references of similar projects you have performed in the past year.

Your company name (printed) _____

Reference #1 **End date of project:** _____

_____ \$ _____
Name of individual or firm (printed or typed) Project Amount

_____ _____
Street Address City, State, Zip

_____ _____
Phone number Email address (if available)

Reference #2 **End date of project:** _____

_____ \$ _____
Name of individual or firm (printed or typed) Project Amount

_____ _____
Street Address City, State, Zip

_____ _____
Phone number Email address (if available)

Reference #3 **End date of project:** _____

_____ \$ _____
Name of individual or firm (printed or typed) Project Amount

_____ _____
Street Address City, State, Zip

_____ _____
Phone number Email address (if available)

* * * * *
END OF SECTION

RELEASE OF LIENS AND CLAIMS

Contractor: _____

Contract Date: _____

Project: _____

The undersigned Contractor hereby states and warrants with regard to the above-referenced Project:

- 1. All of its subcontractors and suppliers have been paid in full;
- 2. There have been no disputes with property owners, or such disputes have been resolved;
- 3. All obligations have been satisfied;
- 4. All monetary claims and indebtedness have been paid;
- 5. Complete and valid releases or waivers of all liens or claims arising out of or filed in connection with the Work, if any, have been furnished by Contractor to Rogue Community College District;
- 6. Upon receipt of the sum of \$_____ (retainage), Contractor has received all sums due under the Contract, and it has no further claims thereunder or otherwise against Rogue Community College District for or related to the Project; and
- 7. To the best of Contractor's knowledge, there are no claims outstanding against the Project.

CONTRACTOR

By:

Its:

Date:

STATE OF OREGON
COUNTY OF

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

Notary Public of the State of Oregon

Commission Number: _____

My Commission Expires: _____

* * * * *

END OF SECTION

WARRANTIES

Contractor shall warrant to the College for a period of one (1) year, all labor and materials incorporated in the project against defects and failures in labor and material, with the exception of those products which are noted for a longer warranty by the manufacturer; then the manufacturer's warranty shall take precedence. Contractor list all warranties for products or labor which extend beyond one (1) year.

* * * * *

END OF SECTION

ANTI-KICKBACK ACT

REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Respondent shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

* * * * *

END OF SECTION

WARRANTY

The Respondent shall represent and warrant that they have sufficiently informed themselves in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the specifications; that they have checked their bid for errors and omissions; that the prices stated in their bid are correct and as intended by them are a complete and correct statement of their prices for performing the work or furnishing the labor, supplies, materials or equipment required by the contract documents.

* * * * *

END OF SECTION

CHANGES CLAUSE

- A. The College may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs).
 - 2. In the method or manner of performance of the work.
 - 3. In College furnished facilities, equipment, materials, services, or site.
 - 4. Directing acceleration in the performance of the work.
- B. Any other written order or an oral order (which terms as used in this paragraph (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- C. Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- D. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; PROVIDED HOWEVER, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; AND PROVIDED FURTHER, that in the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- E. If the Contractor intends to assert a claim for an equitable adjustment under this clause, they must, within thirty (30) days after receipt of a written change order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the College. The statement of claim hereunder may be included in the notice under (B) above.
- F. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

* * * * *

END OF SECTION

PROVISIONS

THE RESPONDENT WILL COMPLY WITH THE FOLLOWING PROVISIONS

ORS 279C.505 Conditions concerning payment, contributions, liens, withholding and drug testing.

(1) CONTRACTOR shall:

(a) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or subcontractor incurred in the performance of this contract.

(c) Not permit any lien or claim to be filed or prosecuted against the College on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) If a public improvement contract, CONTRACTOR shall demonstrate that an employee drug-testing program is in place.

ORS 279C.510 Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.

(1) If a contract for demolition, CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost effective.

(2) If a contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

ORS 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

(1) If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with the public improvement contract as such claim becomes due, the proper officer or officers representing RCC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of such contract.

(2) Every public improvement contract shall contain a clause or condition that, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within thirty (30) days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10)-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90)-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was

received from the contracting agency or from the contractor, but the rate of interest may not exceed thirty percent (30%). The amount of interest may not be waived.

(3) Every public improvement contract and every contract related to the public improvement contract shall contain a clause or condition that, if the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) The payment of a claim in the manner authorized in this section shall not relieve CONTRACTOR or CONTRACTOR's surety from obligation with respect to any unpaid claims.

ORS 279C.520 Condition concerning hours of labor.

(1) No person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

(A) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

(B) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

(C) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) Persons employed under contracts for personal services as described in ORS 279C.100 shall be paid at least time and a half for all overtime work in excess of forty (40) hours in any one (1) week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under twenty-nine (29) U.S.C. 201 to 209 from receiving overtime.

(4) N/A.

(5) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours a day or in excess of forty (40) hours in a week, whichever is greater.

(6) CONTRACTOR shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

ORS 279C.530 Condition concerning payment for medical care and providing workers' compensation.

(1) CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126.

ORS 279C.830 Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; fee; bond.

(1)(a) Except as provided in paragraph (d) of this subsection, the specifications for every contract for public works shall contain a provision stating the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rate may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates.

(b) If a public agency is required under paragraph (a) of this subsection to include the state and federal prevailing rates of wage in the specifications, the public agency also shall include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).

(c) Every contract and subcontract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(d) A public works project described in ORS 279C.800(6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time a public agency enters into an agreement with a private entity for the project. After that time, the specifications for any contract for the public works shall include the applicable prevailing rate of wage.

(2) The specifications for every contract for public works between a public agency and a contractor shall contain a provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The contract shall contain a provision that the fee shall be paid to the commissioner under the administrative rule of the commissioner.

(3) The specifications for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction

Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9). Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

(a) To have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

(b) To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).

* * * * *

END OF SECTION

GENERAL CONDITIONS

1.01 PERMITS AND FEES

Rogue Community College District (College) will pay for all required permits for this project, unless specified otherwise by the College. The Contractor shall apply for all permits and provide the College with a printed quote with cost breakdown from each agency, at which point the College will pay for the permit(s). The Contractor will then be required to pick up the permit(s) from the issuing agency. Inspections required by local ordinances during the course of construction shall be arranged as required by Contractor.

1.02 LICENSING

All Contractors and subcontractors performing work at any College campus location must possess a valid business license for that City. All work shall be performed by Contractors properly licensed in the State of Oregon for that portion of the work. No bid for a construction contract shall be received or considered unless the Respondent is registered with the Construction Contractors Board.

1.03 CODES AND REGULATIONS

- A. All work and materials shall be in full accordance with the applicable codes and regulations and any other legally constituted authorities having jurisdiction.
- B. Nothing in the specifications or drawings is to be construed to permit work not conforming to any codes or regulations.

1.04 FIELD MEASUREMENTS

- A. Contractor shall investigate all conditions affecting the Work and plan the Work accordingly, furnishing such components, materials, devices, products and equipment as may be required to meet all conditions for the proper installation of that portion of Work.
- B. Contractor shall check and verify all dimensions and quantities and shall immediately inform the College's Representative of any discrepancy between the drawings and/or specifications and actual site conditions. No Work shall be done in areas where there is such discrepancy until approval for same has been given by the College's Representative.
- C. It is understood that the Contractor shall accept conditions of the site upon submittal of bid except where extensive subgrade obstructions of native rock or pre-existing debris are encountered.

1.05 CHANGES

Changes in the installation to meet existing conditions shall be made at Contractor's expense unless such existing conditions were unforeseeable, in which case they will be compensated for at the approval of the College. The College shall authorize all change orders in writing prior to the Contractor beginning any of the work in the change order.

1.06 INSTALLATION PROCEDURES

- A. The Work shall be installed in the most direct and workmanlike manner so that conflicts between all project trades and disciplines will be avoided.
- B. When Specifications, Drawings, or Details do not fully depict installation procedures and an RFI is not required to be sent to the project architect of record, the installation shall be performed by best practice methods accepted in the trade.

1.07 COORDINATION OF WORK WITH OTHER TRADES

Contractor shall coordinate all work with work of other Trades, including but not limited to electrical power to transformers, sleeves under paving, excavation, and other work that affects the installation of project components.

1.08 QUALITY ASSURANCE

All Work is to be installed by competent workmen experienced in the trade in a quality manner acceptable to the College or College's representative. Provide at least one person who shall be present at all times during execution of any Work who shall be thoroughly familiar with the type of materials being installed and the best methods for their installation.

1.09 CERTIFICATION

- A. Furnish certified delivery slips, which list brand names for material used in the Work.
- B. A list of materials used, together with typical certificates of each material, shall be submitted to the Owner's Representative prior to the final acceptance of the job.

1.10 RESPONSIBILITY

- A. Each Contractor shall keep the premises clean and free of excess materials and rubbish incidental to their Work.
- B. Note all established grades, existing and new improvements, underground and overhead utilities, and structures before starting work and assume responsibility for damage to same.
- C. It is mutually understood and agreed that the Department of Environmental Quality of the State of Oregon has enacted ordinances and regulations dealing with the prevention of environmental pollution and preservation of natural resources which ordinances and regulations affect the performance of this contract. The Contractor shall comply with all such applicable ordinances and regulations in their performance of this contract.
- D. Any work performed by the Contractor outside the provisions of this contract must be authorized by signed written change order, be itemized by the Contractor and billed to the College within ten (10) working days of the performance of such work, regardless of the processing schedule of associated change orders.
- E. During the course of construction, the Owner shall replace any required construction staking one time only at no cost to the Contractor. Cost of additional staking replacements shall be deducted from the Contractor's monthly payment at the current rate for the survey crew involved. The Contractor is obligated to protect the construction staking until such time that

neither the Contractor nor the College have further need of the information thereon.

- F. Provide, erect, and maintain barricades as required by regulatory agencies to protect occupants and workers. Contractor is responsible for construction site safety. The College's Representative has no control over, and no responsibility for, construction safety on the jobsite.
- G. Protect all Work and existing site features at all times. Contractor is responsible for repairs, restoration of established grades, replacement or compensation of any damage inflicted on existing structures, existing landscape, or other site features to a state equal to or better than that, which existed prior to the commencement of this contract. All repairs shall conform to the City and or County codes, regulations, planting and irrigation standards, and industry standards.

1.11 CONDITIONS OF SURFACES

Prior to starting Work, verify that subgrades and work by others are properly positioned and compacted. Notify College's Representative of defects or discrepancies requiring correction or change. Start of work denotes site acceptance, and Contractor assumes responsibility for damage to their Work due to failure of another Contractors' work.

1.12 CLEANUP

- A. Upon completion of Work, remove all excess material, equipment and debris and leave the area in a neat and acceptable condition.
- B. Maintain all streets, walkways and paved areas free of litter and debris.

* * * * *

END OF SECTION

Contracting Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, per [Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Award \(2 CFR 200\)](#) and [Education Department General Administrative Regulations \(EDGAR\) \(34CFR 75.600-75.615\)](#) all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials- A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

(L) Domestic preference for procurements 2 CFR 200.322 - (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

* * * * *

END OF SECTION

"General Decision Number: OR20240103 02/02/2024

Superseded General Decision Number: OR20230103

State: Oregon

Construction Type: Building

Counties: Jackson and Josephine Counties in Oregon.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>◆ Executive Order 14026 generally applies to the contract.</p> <p>◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or	<p>◆ Executive Order 13658 generally applies to the contract.</p> <p>◆ The contractor must pay all</p>

extended on or after January 30, 2022:	covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2023

ASBE0036-003 04/03/2023

	Rates	Fringes
HEAT & FROST INSULATOR.....	\$ 59.32	21.11

BROR0001-005 06/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 45.42	24.20

BROR0001-009 05/01/2023

	Rates	Fringes
TILE FINISHER.....	\$ 29.12	15.53
TILE SETTER.....	\$ 38.96	20.86

ELEC0659-001 01/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

* ENGI0701-001 01/01/2024

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 54.75	16.90
OPERATOR: Grader/Blade.....	\$ 54.75	16.90
OPERATOR: Loader.....	\$ 54.75	16.90

* ENGI0701-006 01/01/2024

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 54.75	16.90

* ENGI0701-041 01/01/2024

	Rates	Fringes
OPERATOR: Forklift.....	\$ 45.81	16.90
OPERATOR: Oiler.....	\$ 45.81	16.90

* ENGI0701-042 01/01/2024

	Rates	Fringes
OPERATOR: Roller.....	\$ 50.27	16.90

* ENGI0701-044 01/01/2024

	Rates	Fringes
OPERATOR: Crane		
300-399 Ton.....	\$ 58.82	16.90
90-199 Ton.....	\$ 54.75	16.90

IRON0029-001 07/03/2023

SECTION 00710
Davis Bacon Rate Schedule

	Rates	Fringes
IRONWORKER.....	\$ 43.27	33.07

LABO0737-025 06/01/2023

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 41.29	16.80

LABO0737-036 06/01/2023

	Rates	Fringes
LABORER: Hod Carrier.....	\$ 41.29	16.80

LABO0737-038 06/01/2023

	Rates	Fringes
LABORER: Pipelayer.....	\$ 37.41	16.80

PAIN0010-010 07/01/2023

	Rates	Fringes
PAINTER.....	\$ 33.50	14.92

PLUM0290-001 04/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 54.92	32.51

PLUM0290-002 04/01/2023

	Rates	Fringes
PLUMBER.....	\$ 54.92	32.51

SHEE0016-003 01/01/2024

	Rates	Fringes
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assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are
final.

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END OF GENERAL DECISION"

* * * * *

END OF SECTION

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly. 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 section 1352, title 31, U.S. Code.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Signature

Title

Organization

* * * * *

END OF SECTION

Notice of Requirement for Affirmative Action

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award. The Bidder is considered a federal contractor and/or subcontractor and as such, may be required to comply with applicable Executive Orders, laws and regulations enforced by the U.S. Department of Labor, Office of Federal Contract Compliance Programs. Accordingly, we are notifying you of the following:

To the extent applicable, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Executive Order 13496 Employee Notice Clause set forth in 29 Code of Federal Regulations Part 471 Appendix A to Subpart A is hereby incorporated by reference.

* * * * *

END OF SECTION

Scope of Project

SECTION A GENERAL INFORMATION

The successful Proposer shall:

Perform renovations as described in the project plans and specifications to the existing Redwood Campus Building E for Allied Health training.

The Contractor will provide all required materials and equipment as detailed in the plan drawings and specifications. All construction will be cost based on the engineered and approved drawings available to Contractor at:

Medford Builders Exchange
2330 Crater Lake Ave.
Medford, OR 97504

BID REQUIREMENTS:

Respondents must respond in writing to each item under section 00300 Bid Schedule.

PROJECT CONSTRUCTION REQUIREMENTS:

This project has been designed and engineered prior to advertisement and all drawings and specifications provided outline the necessary requirements to successfully complete the project. The selected Contractor will construct the Allied Health building renovations, expansions, repairs, and replacement elements of sufficient detail to successfully meet the provided design, permit requirements of the City of Grants Pass and that adequately satisfy Rogue Community College District's project manager/College representative and Architect of record for all work.

* * * * *

END OF SECTION



SAMPLE AGREEMENT

**between
Rogue Community College District
and
Contractor TBD**

This Agreement is made between **Rogue Community College District**, herein after known as **College**, with a principal place of business at 3345 Redwood Highway, Grants Pass, OR 97527, and **TBD** with a principal place of business at: ADDRESS, hereinafter known as **Contractor**.

ARTICLE 1. Term of Agreement

This Agreement is effective as of the date signed, and upon delivery of the following services.

ARTICLE 2. Services to be Performed

The following services are to be performed:

Provide all labor, materials and equipment necessary to complete the entire project as stated in the Invitation to ITB No. P17926-2024-03-27 and any addenda as listed in Attachment A.

Contractor will provide all required materials and equipment as detailed in the plan drawings and specifications. All construction is to be based on the engineered and approved drawings for the project as proposed in the Contractor's response to ITB No. P17926-2024-03-27 attached as Attachment B.

ARTICLE 3. No Assignment or Transfer of Contract Rights

Contractor shall not assign, sell, or transfer rights, nor delegate responsibilities, under a public contract, either in whole or in part, without first obtaining the College's prior written consent. Such written consent shall not relieve the Contractor of any obligations under this public contract, and any transferee shall be considered the agent of the Contractor and bound to abide by all provisions of this contract.

ARTICLE 4. Fees and Expenses

In consideration for the services as outlined in ARTICLE 2, Services to be Performed; the College agrees to pay the Contractor for the amount as proposed in the attached proposal response and Bid Schedule (Attachment A):

➤ NTE \$TBD (words)

ARTICLE 5. Prevailing Wage Rates (BOLI Requirements)

This project is subject to the state of Oregon prevailing wage rate law or Davis Bacon, whichever is larger. ORS 279C.855 (3); OAR 839-025-0080(4); ORS 279C.830 (1)(d); OAR 839-025-0020(3)(b). The Contractor and all subcontractors shall comply with all of the ORS 279C Provisions. All amendments pertinent to the current prevailing wage rates will also apply.

The Contractor should reference the Bureau of Labor and Industries (BOLI) Website, or contact them directly, for prevailing wage rate information using the “Prevailing Wage Rates for Public Works Contracts”, effective **January 5, 2024**.

The website for BOLI is:

<http://www.oregon.gov/BOLI/WHI/PWR>

Other BOLI contact information:

E-mail: BOLI.MAIL@state.or.us

Phone: 971-673-0761

Fax: 971-673-0769

The website for the U.S. Department of Labor is:

<https://www.dol.gov/agencies/whd/government-contracts/construction>

Phone: 866-487-9243

ARTICLE 6. Performance Bond, Payment Bond

In accordance with ORS 279C.380 (Performance bond, Payment bond):

The Contractor shall within five (5) business days of contract signing execute and deliver to Rogue Community College District a Performance and Payment bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The bonds must be issued from sureties as listed on the Department of Treasury's Circular 570 approved list at the following link:

<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

ARTICLE 7. CCB Requirements

The Contractor must be licensed with the State of Oregon Construction Contractors Board (CCB) to participate in this project. All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

ARTICLE 8. Compliance with Government Laws and Regulations

The Contractor shall obey all such laws, regulations, ordinances, permits or resolutions applicable while engaged in this project as described under this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The College's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, 279C.530, 279C.533 and 279C.540, which are incorporated by reference herein.

Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Agreement when performing the Work.

Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Agreement unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Oregon and in accordance with the laws, ordinances, regulations, permits, and resolutions of Jackson and Josephine Counties. Some of the statutory citations included for reference purposes are:

- Discrimination in subcontracting prohibited; remedies. Pursuant to ORS 279A.110(1), a bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- Conditions concerning payment, contributions, liens, withholding, drug testing. In accordance with the provisions of Oregon Revised Statute 279B.220 and 279C.505, it is agreed that the Contractor shall: demonstrate that an employee drug testing program is in place; make prompt payment, as due, to all persons supplying to the contractor labor or material for the prosecution of the work provided for herein; pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Conditions concerning the use of Apprentices for contracts for \$3,000,000 (three million dollars) or larger or subcontracts for \$750,000 (seven hundred fifty thousand dollars) or larger.

In accordance with the provisions of ORS 279C.533 contractors shall employ apprentices to perform a minimum of 12 (twelve) percent of the work hours that workers in apprenticeable occupations perform under this project; and require in each subcontract with a contract price of \$750,000 (seven hundred fifty thousand dollars) or more that the subcontractor shall employ apprentices to perform 12 (twelve) percent or more of the work hours in apprenticeable occupations under the subcontract.

A contractor or subcontractor shall pay an apprentice for work on the public improvement at the hourly rate to which the apprentice is entitled under an apprenticeship agreement or that the apprenticeship training program specifies.

The College must require as a material provision of this contract that the contractor establish and implement a plan for outreach for the recruitment and retention of women, minority individuals and veterans to perform work under the contract, with an aspirational target of having individuals in one or more of these groups to compose at least 15 percent of the total number of workers who perform work under the public improvement contract.

- Demolition contracts to require material salvage; Pursuant to ORS 279C.510, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- Use of recycled products when economically feasible. In accordance with ORS 279B.280, recycled products should be used to the maximum extent economically feasible in the performance of the contract work set forth in this document, if the quality of a recycled product is functionally equal to the same product manufactured with virgin resources, including but not limited to recycled paper, recycled oil and recycled PETE products.
- Contractor's relations with subcontractors. (Subcontractor Payment Provisions). Pursuant to ORS 279C.580, Contractor shall include in each subcontract: (a) A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the College under the contract; and (b) An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. (A) For the period beginning on the day after the required payment date and ending on the date on which the payment of the amount due is made; and (B) computed at the rate specified in ORS 279C.515(2).

Pursuant to ORS 279C.580, Contractor shall include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower tier subcontractor or supplier. A dispute between a contractor and first-tier subcontractor relating to the amount or entitlement of a first-tier subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract under subsection (3) or (4) of the section under ORS 279C.580, does not constitute a dispute to which the College is a party.

The College may not be included as a party in any administrative or judicial proceeding involving such a dispute.

- **Public works bond rules.** Subject to ORS 279C.830-279C.836, before starting work on a contract or subcontract for a public works project, a Contractor or subcontractor shall file with the State of Oregon Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000 (thirty thousand dollars), unless exempt under ORS 279C.836(7) or (8), and Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. Before permitting a subcontractor to start work on a public works project, the Contractor shall verify that the subcontractor has filed a public works bond as required.

Proof of public works bond in the amount of \$30,000 (thirty thousand dollars) shall be submitted to College before work begins or within five (5) business days of contract signing, whichever is sooner.

ARTICLE 9. Insurance

Contractor shall secure, pay the premium for, and keep in force until the expiration of the contract and any renewal thereof, the following insurance covering:

- General Liability Insurance providing limits for not less than \$3,000,000 (three million dollars) per occurrence, \$5,000,000 (five million dollars) aggregate. Insurance should show proof of automobile and property damage coverage. Including listing Rogue Community College as an additional insured.
- Workers re insurance as provided for under Oregon State Statutes covering all employees.

Proof of compliance shall be furnished to the Contract and Procurement office of Rogue Community College within 15 (fifteen) calendar days of signing this Agreement.

ARTICLE 10. Contractor's Compliance with Tax Laws

Contractor must comply with all tax laws of this state and all applicable tax laws for any political subdivision throughout the duration of this Agreement including any extension. Any violation of state tax law and/or applicable tax law for any political subdivision shall constitute a material breach of this agreement and shall entitle the College to terminate this Agreement and pursue and recover any and all damages that arise from the breach and the termination of the Agreement, and to pursue any or all of the remedies available by law.

ARTICLE 11. Miscellaneous Tax and Benefits

State and Federal Taxes

Contractor shall report all payments for services performed under this Agreement on Contractor's income tax return, and shall pay all taxes incurred while performing services under this Agreement - including all applicable income taxes and self-employment (Social Security) taxes.

The College will not:

- Withhold FICA (Social Security and Medicare taxes) from payments to Contractor or make FICA payments on behalf of Contractor.
- Make state or federal unemployment compensation contributions on behalf of Contractor.
- Withhold state or federal income tax from payments to Contractor.

Fringe Benefits

Neither employees nor contract personnel of Contractor are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the College.

Workers' Compensation

The College shall not obtain workers' compensation insurance on behalf of Contractor employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover the workers' compensation insurance.

Unemployment Compensation

The College shall make no state or federal unemployment compensation payments on behalf of Contractor employees or contract personnel.

ARTICLE 12. Independent Contractor Status

Contractor is an independent contractor, not an employee of College. Employees of Contractor and/or contract personnel are not employees of College.

Contractor and College agree to the following rights consistent with an independent contractor relationship:

1. Contractor has the right to perform services for others during the term of this Agreement.
2. Contractor has the sole right to control and direct the means, manner and method by which the services required in this Agreement will be performed, free from the direction and control of College except as specifically agreed upon in ARTICLE 2 with respect to the desired results of the services.
3. Contractor shall perform the services required in this Agreement.
4. Contractor has the right to hire and/or fire employees of Contractor to assist Contractor in the performance of the services, but College shall not hire, supervise or pay any assistants to help Contractor perform these services.
5. Neither employees nor contract personnel of Contractor shall receive any training from College in the skills necessary to perform the services required by this Agreement.

ARTICLE 13. Commencement of Work, Time of Completion and Liquidated Damages

Contractor agrees that it will begin work on this project on after receiving a written "Notice to Proceed" and shall have the project completed by 5:00 pm on May 16, 2025. Contractor shall use all reasonable efforts to ensure that the Contract is commenced on the specific date as agreed to by the College. Contractor acknowledges that unless there is an act of God or other cause not within the control of Contractor that the College may terminate this Agreement pursuant to the termination provisions set forth below.

Contractor further agrees to pay as liquidated damages, the sum of \$5,000 (five thousand dollars) for each consecutive calendar day thereafter until all the construction is complete (except for weather). Exceptions will be granted for unusually foul weather days, which have been documented by the COLLEGE'S REPRESENTATIVE to prevent work.

ARTICLE 14. Termination of Agreement

This Agreement may be terminated at any time by mutual written consent of the parties. The College may, at its sole discretion, terminate the Agreement, for convenience upon 30 (thirty) days' written notice.

The College may at its sole discretion, terminate the Agreement immediately upon notice to the Contractor upon the occurrence of any of the following events:

- The College fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods/Services to be purchased under the Agreement; or
- Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods/Services by the College under the Agreement is prohibited, or the College is prohibited from paying for such Goods/Services from the planned funding source; or
- Contractor commits any material breach of the contract.

ARTICLE 15. Modifications, Waivers and Changes

Except as specifically provided herein, no modification or waiver of any of the terms of this agreement shall be valid unless in writing and signed by both the College and Contractor. Change Orders must be approved in writing prior to work affected by the change order.

ARTICLE 16. Payment, Retainage and Invoicing

In consideration for the services outlined in ARTICLE 2, Services to be Performed, the College agrees to pay Contractor the following amounts for the project:

- **TBD**

Per ORS 279C.570, if the contract price exceeds \$500,000 (five hundred thousand dollars), the College shall place amounts deducted as retainage into an interest-bearing escrow account. Retainage will be not more than 5% (five percent) of each invoice and shall accrue interest to be sent to the Contractor at which time retainage is paid to the Contractor.

Contractor shall submit all invoices to the College as soon as possible after the last working day of the month (Monday through Friday) for any work completed during that month. Certified payroll reports shall be sent to Jodie L. Fulton, Contract and Procurement Director by email at jfulton@roquecc.edu, or by mail to Rogue Community College, Contract and Procurement Office, Josephine Building, 3345 Redwood Hwy, Grants Pass, OR 97527. Certified payroll shall be reported using the enhanced WH-38 located below:

<https://www.oregon.gov/boli/employers/Documents/Enhanced%20Payroll%20and%20Certified%20Statement%20WH%2038.xlsx>

Invoices should be emailed to accountspayable@roquecc.edu and cc'd to jlee@roquecc.edu and gmckown@roquecc.edu or mailed to Rogue Community College, Accounts Payable, 3345 Redwood Highway, Grants Pass, Oregon 97527 and will be paid within 30 (thirty) days of receipt providing Contractor has satisfied all requirements.

The College must determine compliance with ORS 279C.533 and reduce the final payment due under this contract to a contractor that does not meet the requirements of at least 12% apprentices employed. The amount of the reduction must be equivalent to the difference between the total number of work hours that apprentices in apprenticeable occupations should have performed on the project to meet the less the total number of work hours that apprentices in apprenticeable occupations actually performed on the project, multiplied by \$15 (fifteen dollars) per hour.

ARTICLE 17. Indemnification and Hold Harmless

Contractor agrees to defend, indemnify and hold harmless, the College, its officers, agents and employees from any claims and losses accruing or resulting to any subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, from and against any and all liability including claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor, Contractor's employees and/or contract personnel in the performance of this agreement.

ARTICLE 18. Force Majeure

Neither Contractor nor the College shall be held responsible for delay or default caused by fire, riot, war, inclement weather and other acts of God, which is beyond the reasonable control of Contractor or the College.

ARTICLE 19. Exclusive and Entire Agreement

This is the entire Agreement between Contractor and College with respect to the subject matter hereof. Neither party is relying on any representations, promises or agreements, whether written or oral, other than those expressly set forth herein. This Agreement supersedes any prior written or oral agreements between College and Contractor.

WHEREFORE, the parties have caused this agreement to be executed as of the date and year first set forth below.

Rogue Community College District

Contractor

Signature

Date

Signature

Date

Printed Name

Printed Name

Title

Title