



## ADDENDUM NO. 1

# TO THE INVITATION TO BID FOR DUCTILE IRON PIPE STORAGE & HANDLING

**CIPW-22-00363**

The following changes are hereby made to the Invitation to Bid documents:

Item No.	ITB Section	Description of Addition or Change
1.	Form of Bid	<p>Replace the Form of Bid with the attached revised Form of Bid, changing the quantities for <b><i>Bid Item No. 1 from 48 months to 24 months.</i></b></p> <p><b><i>Additionally, the revised Form of Bid removes the requirement to submit performance and payment bonds within (5) days of the notice of award. Performance and payment bonds are not required for this contract.</i></b></p> <p><b><i>Additionally, the revised Form of Bid removes the words “Public Improvement” from the second paragraph.</i></b></p> <p><b><i>Additionally, the following has been added to the revised bid form: Fourth: Bidder certifies that the storage requirements and associated work described within this Invitation to Bid are allowed on subject property.</i></b></p>
2.	Information for Bidders: Section 26)	<p>Remove the following within Section 26) Payment and Retainage: <b><i>Retainage will be executed as specified in the Retainage Election Form submitted by Contractor.</i></b></p> <p>Replace with: <b><i>Retainage is not required; Medford Water will not withhold retainage.</i></b></p>

3.	Information for Bidders: Section 17)	Remove the following within Section 17) Execution of Contract and Damages for Failure to Execute: <i>The Bidder whose Bid is accepted will be required <b>within ten (10) calendar days</b> after notice that the contract has been awarded them, ...</i> Replace with: <i>The Bidder whose Bid is accepted will be required <b>within five (5) calendar days</b> after notice that the contract has been awarded them, ...</i> <b>Additionally, remove all requirements in Section 17) for payment, performance and bid bonds. Performance, payment and bid bonds are not a required component of this Invitation to Bid.</b>
4.	Information for Bidders: Section 24)	Remove Section 24) in its entirety. <b>Performance and payment bonds are not a required component of this Invitation to Bid.</b>
5.	Statement and Specifications of Work: Section 1)	Add the following to Section 1) General: <b>1.9: Bidders shall provide a color aerial exhibit map on 8.5 inch by 11-inch paper clearly identifying (1) physical address of the storage location, (2) the storage location outlined on the larger property, (3) dimensions of all sides of storage area, (4) measurement of total area proposed to be provided (no additional payment will be made for area over 5 acres), and (5) location and width of all access points to public street(s).</b>
6.	Bid Submittal Checklist	Replace the Bid Submittal Checklist with the attached revised Bid Submittal Checklist, <b>adding the requirement of an Aerial Exhibit Map of Storage Location and removing the requirement to submit a Bid Bond.</b>
7.	Information for Bidders: Section 5)	Remove section 5) in its entirety. <b>Bid bonds are not a required component of this Invitation to Bid.</b>
8.	Sample Construction Contract	Remove the Sample Construction Contract in its entirety and <b>replace with the attached: Sample Service Contract.</b>

The following are answers to questions posed by potential Bidders at the pre-bid meeting and/or Medford Water initiated clarifications:

Q1: Can the 5-acre storage location be split into more than one location?

Answer: No, the 5-acre location needs to be contiguous and not split into different locations.

Q2: Is the retainage and bonding requirements specified in the bid docs required?

Answer: No, this addendum removes the requirement for retainage as well as bid bonds, performance, and payment bonds.

Clarification: The work advertised by this Invitation to Bid is not a public works project nor a public improvement and therefore exempt from BOLI prevailing wages. A Sample Service Contract is attached for reference and replaces the Sample Construction Contract originally included in the Invitation to Bid.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by signing in the space provided below and submitting this signed Addendum with their Bid.

Attached:

1. Revised Form of Bid
2. Revised Bid Submittal Checklist
3. Sample Service Contract

***Bids submitted without this Addendum will be considered informal.***

BOARD OF WATER COMMISSIONERS  
CITY OF MEDFORD, OREGON

By: BT  
Brad Taylor, General Manager

Receipt acknowledged and conditions agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**FORM OF BID**  
**(Revised per Addendum No. 1)**

**BID OF:**

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Company

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Address

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Name of Bidder (PRINT)

Signature

Title

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Phone Number

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E-mail Address

to furnish and deliver all material, except as otherwise noted, and to do and perform all work in accordance with the contract documents of the Medford Water Commission, Medford, Oregon, for

**MEDFORD WATER DUCTILE PIPE STORAGE & HANDLING**  
**CIPW-22-00363**

TO: Medford Water Commission  
Medford, Oregon 97501

Ladies and Gentlemen:

The undersigned hereby certifies that the only parties interested in this bid are named herein, that this bid is made without collusion with any person, firm, or corporation, and that no officer or employee of Medford Water is directly or indirectly interested in this bid.

The undersigned bidder further certifies that the terms of the Contract and Oregon Statutory Public Contract Provisions shall be complied with. Each bid must contain a statement as to whether the bidder is a resident as defined in ORS 279A.120. All employers working under the contract are subject to the workers compensation laws of the State of Oregon and must comply with ORS 656.017 pertaining to Worker's Compensation. Temporary employees, leased workers, independent contractors do not qualify for Medford Water benefits.

The undersigned bidder additionally certifies that they have carefully examined the contract documents for the above solicitation and that they have personally inspected the site of the work; that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions involved; that they have exercised their own judgment and investigation regarding subsurface information and conditions; and that they will provide all necessary land, machinery, tools, apparatus, manpower, and other means of fulfilling the work described in the solicitation.

The undersigned bidder understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased at the unit prices stated in the following schedule, to-wit:

<b>BID SCHEDULE</b>				
<b>NO.</b>	<b>DESCRIPTION &amp; BID PRICE PER UNIT</b>	<b>UNIT</b>	<b>QTY</b>	<b>TOTAL AMOUNT</b>
1.	Property Lease (including all site fencing, site stabilization, and access)	Per Month	24	\$ _____
	(Words) _____	Dollars/Month		
	(Figures) \$ _____	/Month		
2.	Material Handling (Unloading and storing of pipe, fittings and materials, measured per truckload)	Each (per truck)	165	\$ _____
	(Words) _____	Dollars/Each (per truck)		
	(Figures) \$ _____	/Each (per truck)		
<b>BID SCHEDULE TOTAL:</b>				\$ _____

***All materials and work necessary to meet the requirements of this solicitation shall be included in the amounts entered in the Bid Schedule above. Any items not listed are considered subsidiary to the listed items.***

The undersigned also agrees as follows:

First: Within five (5) days from the date of the Notice of Award of this Bid to execute the contract, guaranteeing the faithful performance of the work and payment of bills.

Second: To begin work on the date specified in the Notice to Proceed.

Third: If a discrepancy exists as entered on the bid form between a bid item subtotal and the product of the entered unit price times the bid quantity, the entered unit price will prevail and be utilized to recalculate the bid item subtotal. Also, if a discrepancy exists as entered on the bid form between the sum of the total amounts of bid items and the bid schedule total, the total amounts of bid items will prevail and be utilized to recalculate the bid schedule total.

Fourth: Bidder certifies that the storage requirements and associated work described within this Invitation to Bid are allowed on subject property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

***(If an individual, partnership or non-incorporated organization)***

Signature of Bidder \_\_\_\_\_

By \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Contractor's Taxpayer I.D. # or Social Security Number \_\_\_\_\_

State Contractor's Registration No. \_\_\_\_\_  
(Construction Contractor's Board)

**SIGNATURES AND ADDRESSES OF MEMBERS OF THE FIRM**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(If a corporation)**

Signature of Bidder \_\_\_\_\_

By \_\_\_\_\_  
Name Title

Business Address \_\_\_\_\_

\_\_\_\_\_  
Contractor's Taxpayer I.D. # or Social Security Number

State Contractor's Registration No. \_\_\_\_\_  
(Construction Contractor's Board)

Incorporated under the laws of the State of \_\_\_\_\_

Names of Officers	( President	_____	_____
		Name	Address
	( Secretary	_____	_____
		Name	Address
	( Treasurer	_____	_____
		Name	Address



(Revised per Addendum No. 1)

**Bid Submittal  
Cover Sheet Checklist  
for the  
MEDFORD WATER DUCTILE PIPE  
STORAGE & HANDLING  
CIPW-22-00363**

**Bid Opening:**

**DATE:** May 23, 2023

**TIME:** 3:00 p.m., Local Time

**PLACE:** Medford Water, 200 S. Ivy St, Room 177

**Medford, OR 97501**

*Optional Teams meeting link found on Information for  
Bidders page.*

**Bid Submitted by:** \_\_\_\_\_

**Provide documents in the order they are listed below:**

- Form of Bid
- Non-Discrimination & Resident Bidder Form
- Aerial Exhibit Map of Storage Location
- Addenda; Enter Number of Included Addenda Here (\_\_\_)



## **SAMPLE SERVICE CONTRACT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, hereinafter termed the "CONTRACTOR", and the Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon, governed by and through its Board of Water Commissioners, hereinafter termed "MEDFORD WATER".

### Article 1. The Work

CONTRACTOR, in consideration of the payments to be made by MEDFORD WATER, in the manner and at the times hereinafter provided, and of the covenants and agreements hereinafter contained, hereby agrees to furnish all materials, equipment and labor for:

#### **Project Name**

### Article 2. Scope of Services

The CONTRACTOR shall do the said work according to the solicitation, special provisions, instructions to bidders and request for quotations hereto attached, and in accordance with such modifications of the same and other directions as may be made by MEDFORD WATER as provided for therein.

It is agreed that said provisions and the schedule of rates and prices as set forth in the bid, are hereby specifically referred to and made a part of this contract and shall have the same force and effect as though all the sums and provisions thereof were fully inserted herein.

### Article 3. Time of Performance

The services of CONTRACTOR are to commence immediately after the date of this Agreement and shall be undertaken in such a sequence as to assure their expeditious completion in light of the purposes of this Agreement. All work covered herein shall be completed within \_\_\_\_ days after the date of this Agreement.

### Article 4. Personnel

- A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State, and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of

ORS 279B and 279C are attached hereto as Exhibit B and incorporated herein by reference.

- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of MEDFORD WATER.

#### Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work.

#### Article 6. Contractor's Compliance with Tax Laws

For a period of six years prior to entering this contract, and throughout the duration of this Contract and any extensions, CONTRACTOR covenants that it shall comply with all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and shall comply with any tax provisions imposed by any City, County, or other political subdivision of the State of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor.

In addition to any other remedies available at law or under this contract, CONTRACTOR'S failure to comply with the above provision constitutes a default for which MEDFORD WATER may terminate the contract and seek damages and other relief available.

#### Article 7. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof.

#### Article 8. Compensation

MEDFORD WATER shall compensate the CONTRACTOR in accordance with the Schedule of Charges and Payment Schedule set forth in Exhibit A, which shall include the basis for rates and charges. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONTRACTOR is due upon presentation of an invoice to MEDFORD WATER and is to be made within thirty (30) days. Invoices should be sent to [finance@medfordwater.org](mailto:finance@medfordwater.org).

#### Article 9. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of MEDFORD WATER and to its satisfaction, MEDFORD WATER agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of MEDFORD WATER in regard to the payment of claims, which regulations provide, among other

things, that all claims against MEDFORD WATER shall be submitted to MEDFORD WATER upon vouchers.

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefore have been authorized in writing in advance.

#### Article 10. Suspension of Work

MEDFORD WATER may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond MEDFORD WATER'S control make normal progress of the work impossible. CONTRACTOR may request that the work be suspended by notifying MEDFORD WATER, in writing, of circumstances that are interfering with the normal progress of work. CONTRACTOR may suspend work on Project in the event MEDFORD WATER does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 10.

#### Article 11. Termination of Work

MEDFORD WATER may terminate all or a portion of the work covered by this Agreement for its convenience. MEDFORD WATER or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of MEDFORD WATER, become its property. If requested by MEDFORD WATER, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that MEDFORD WATER shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to MEDFORD WATER for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

#### Article 12. Default

If CONTRACTOR fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen or equipment or with sufficient materials to insure the prompt completion of the work, or shall neglect or refuse to remove and replace materials or work that have been rejected as defective or unsuitable, or shall discontinue the prosecution of the work or if CONTRACTOR shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against CONTRACTOR unsatisfied for a period of forty-eight hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the work in an acceptable manner, MEDFORD WATER shall give notice in writing to CONTRACTOR and CONTRACTOR'S surety of such delay, neglect or default, and if CONTRACTOR, within a period of ten days after such notice shall not proceed in accordance therewith, then MEDFORD WATER in addition to the rights and remedies to which MEDFORD WATER may be entitled by law for the enforcement of its rights hereunder or upon breach of covenant shall have full power and authority, without violating this contract, to take the prosecution of the work out of the hands of CONTRACTOR, to appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may award a

contract for the completion of this contract according to the terms and provisions hereof, or use such methods as in its opinion shall be required for the completion of this contract, in an acceptable manner. All costs and charges incurred by MEDFORD WATER together with the costs of completing the work under the contract, shall be deducted from any money due or which shall become due said CONTRACTOR. In case the expense so incurred by MEDFORD WATER shall be less than the sum which would have been payable under the contract, if it had been completed by CONTRACTOR hereunder, then CONTRACTOR shall be entitled to receive the difference less any damages for delay to which MEDFORD WATER may be entitled, and in case such expense shall exceed the sum which would have been payable under the contract, CONTRACTOR and the surety shall be liable and agree to and shall pay MEDFORD WATER the amount of said excess with damages for delay of performance, if any. CONTRACTOR shall not make any disposition of the plant, machinery, tools, appliances, supplies, or materials used on or in connection with the work, whether by sale, covenants, or encumbrance, inconsistent with the provisions of this contract.

The contract may be canceled at the election of MEDFORD WATER for any failure or refusal on the part of CONTRACTOR to faithfully perform this contract according to its terms and conditions.

#### Article 13. Non-Appropriation

Notwithstanding the termination provisions and the Default section above, termination may occur for non-appropriation. Specifically, all MEDFORD WATER obligations to spend money under this contract are contingent upon future appropriations as part of the MEDFORD WATER budget process and local budget law, and the failure of MEDFORD WATER to make the appropriation shall necessarily result in termination of this contract. As such, in the event insufficient funds are appropriated for the payments under this contract, then MEDFORD WATER may terminate this contract at the end of its current fiscal year, with no further liability or penalty to MEDFORD WATER. MEDFORD WATER shall deliver written notice to CONTRACTOR of such termination no later than thirty (30) days from the determination by MEDFORD WATER of the event of non-appropriation.

#### Article 14. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless MEDFORD WATER, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement. Provided, however, that CONTRACTOR shall not be required to indemnify MEDFORD WATER against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of MEDFORD WATER.

#### Article 15. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

- (1) Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. ***"The Medford Water Commission and***

***its officers, employees and agents while acting within the scope of their duties as such” shall be named an Additional Insured by endorsement.***

- (2) Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.
- (3) Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit MEDFORD WATER’S form for ***Declaration of Exemption from Oregon Statutory Workers Compensation*** in lieu of Workers Compensations Insurance.

- (4) If the services provided in this agreement are architectural, engineering, design, medical, counseling, accounting, financial, audit, insurance, legal, information technology, software services, environmental consulting or remediation, or hazardous materials handling the Professional Liability Insurance (also known as “Errors and Omissions” or “malpractice liability” insurance for professionally trained, licensed, or certified professionals) with a limit of at least \$2,000,000. Such coverage may be on a “claims made” policy. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory “tail” coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR. If services provided in this agreement are not among the type of professional services listed in this paragraph and Professional Liability Insurance does not apply, it is so indicated here:  
\_\_\_\_\_ *Does Not Apply* \_\_\_\_\_.

CONTRACTOR shall submit to MEDFORD WATER certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to MEDFORD WATER for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: Medford Water Commission, 200 S. Ivy Street – Rm 177, Medford, OR 97501.

CONTRACTOR is responsible to assure that MEDFORD WATER receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this Agreement. In no case shall MEDFORD WATER be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or

coinsurance amount required by CONTRACTOR's insurance policies.

Article 16. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 17. Integration

This Agreement represents the entire understanding of MEDFORD WATER and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 18. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state. Any litigation arising from this Agreement shall commence in Jackson County, Oregon.

IN WITNESS WHEREOF, MEDFORD WATER and CONTRACTOR have caused this contract to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

**CITY OF MEDFORD, OREGON, BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS**

By: \_\_\_\_\_

Title: *General Manager*

**CONTRACTOR**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CCB No.:** \_\_\_\_\_

**Medford Business License No.:** \_\_\_\_\_

**EXHIBIT**

**OREGON STATUTORY PUBLIC CONTRACT PROVISIONS**

**THE FOLLOWING PROVISIONS PERTAIN TO  
PUBLIC PROCUREMENTS  
(OTHER THAN PUBLIC IMPROVEMENTS)**

**ORS 279B.220**

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING

CONTRACTOR shall:

- (1) 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.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against MEDFORD WATER on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**ORS 279B.225**

CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**ORS 279B.230**

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 the services and all monies and sums which CONTRACTOR collected or deducted from the wages of employees, under any law, contract or agreement, for the purpose of providing or paying for the services.
- (2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**ORS 279B.235**

CONDITION CONCERNING HOURS OF LABOR

- (1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

- (b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- (2) Employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (4) Does not apply.
- (5) (a) 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 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) Employer 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.

**THE FOLLOWING PROVISIONS PERTAIN TO PUBLIC IMPROVEMENTS:**

**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 MEDFORD WATER 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) 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 pay promptly a person's claim for labor or services that the person provides to CONTRACTOR or a SUBCONTRACTOR in connection with the public improvement contract as such claim becomes due, the proper officer that represents MEDFORD WATER may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of such contract.
- (2) If the CONTRACTOR or a first-tier SUBCONTRACTOR fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier SUBCONTRACTOR owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- (3) If CONTRACTOR or a SUBCONTRACTOR fails, neglects or refuses pay to a person that provides 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) Paying 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) (a) No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
  - (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (b) 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) CONTRACTOR shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (4) CONTRACTOR may not prohibit any of their employees from discussing employees' rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- (5) Persons employed under contracts for personal services as described in ORS 279A.055 shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (6) Does not apply.

- (7) (a) Persons employed under public 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 10 hours a day or in excess of 40 hours in any one week, whichever is greater.

(b) CONTRACTOR shall give notice in writing to employees who work on a public contract for services, either at the time of hire or before commencement of work on the public 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, copartnership, 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.580**

**CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS**

- (1) The CONTRACTOR is required to provide a first-tier SUBCONTRACTOR with a standard form that the first-tier SUBCONTRACTOR may use as an application for payment or as another method by which the SUBCONTRACTOR may claim a payment due from the contractor.
- (2) The CONTRACTOR, except as other provided in this paragraph, is required to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A CONTRACTOR may change the form or the regular administrative procedures the CONTRACTOR uses for processing payments if the CONTRACTOR:
- (a) Notifies the SUBCONTRACTOR in writing at least 45 days before the date on which the CONTRACTOR makes the change; and
- (b) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedures.

**ORS 279C.825**

**FEES, RULES**

At the time of execution of a contract subject to ORS 279C.800 to 279C.870, MEDFORD WATER shall pay to the Commissioner of the Bureau of Labor and Industries a fee of 0.1 percent of the contract price. However, in no event may a fee be less than \$250 or more than \$7,500. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address: Bureau of Labor and Industries, Wage and Hour Division, Prevailing Wage Unit, 800 N.E. Oregon Street, #32, Portland, OR 97232.

**ORS 279C.830**

**PROVISIONS CONCERNING PREVAILING RATE OF WAGE IN SPECIFICATIONS, CONTRACTS AND SUBCONTRACTS; APPLICABILITY OF PREVAILING WAGE; FEE; BOND**

- (1) If the contract is a "Public Works" and the contract price exceeds \$50,000:
- (a) Except as provided in paragraph (e) of this subsection, contracts for public works shall state 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 must be paid to workers in each trade or occupation that the CONTRACTOR or SUBCONTRACTOR or other person who is a party to the contract uses in performing all or part of the contract.

State rates may be found at [www.oregon.gov/boli/WHD/PWR/Pages/index.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx).  
Federal rates may be obtained at [www.wdol.gov/](http://www.wdol.gov/).

(b) When state and federal prevailing rates of wage are contained in the specifications, the CONTRACTOR is required to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works.

(c) Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C840.

(d) If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.

(e) 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 MEDFORD WATER enters into an agreement with CONTRACTOR for the project. After that time, the specifications for a contract for the public works must include the applicable prevailing rate of wage.

- (2) 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).
- (3) In the event the initial contract is less than \$50,000, and through the course of the project the total contract amount is extended above \$50,000, CONTRACTOR is responsible for paying and certifying payment of prevailing wages. CONTRACTOR is required to file amended wage statements if prevailing wages were not originally paid.