

**ATTACHMENT A**

**BIDDER INFORMATION AND CERTIFICATION**

Bidder Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

CCB # \_\_\_\_\_

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

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

Is Bidder a "resident bidder" as defined in ORS 279A.120? YES \_\_\_ NO \_\_\_

**CERTIFICATION**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of Clackamas Soil and Water Conservation District, and that the bid is made without any connection or collusion with any person making another bid on this Agreement.

The Bidder further declares that he or she has carefully examined the Contract Documents for the construction of the project, has personally inspected the site, that has satisfied himself or herself as to the quantities involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Bid.

The Bidder further declares that the provisions required by ORS 279C.838 or ORS 279C.840 relating to prevailing wage rates or 40 U.S.C. 3141 et seq, relating to Davis Bacon Wages shall be included in this Agreement and will be complied with.

The Bidder further agrees that Bidder has exercised his or her own judgment regarding the interpretation of subsurface information and has utilized all data which Bidder believes pertinent from the Clackamas Soil and Water Conservation District and other sources in arriving at his or her conclusions.

Pursuant to ORS 279A.110(4), the Bidder hereby certifies that Bidder has not discriminated and will not discriminate, in violation of subsection (1) of this section, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

**CONTRACT EXECUTION.** The Bidder agrees that if this Bid is accepted, Bidder will, after notice of award, sign the Agreement in the form annexed hereto, and will at that time, deliver to the Clackamas Soil and Water District the PERFORMANCE BOND and the PAYMENT BOND required herein, and will to the extent of the Bid; furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials

necessary to complete the work in the manner, in the time, and according to the methods specified in the Contract Documents and required by the Clackamas Soil and Water District thereunder.

In the event that the Bidder shall fail to enter into a contract within such time, the bid security in the amount of stated in the INVITATION FOR BIDS and deposited herewith, shall be retained by the Clackamas Soil and Water District and it is agreed that said sum is a fair measure of the amount of damage that the Clackamas Soil and Water District may sustain because of such failure to enter into a contract.

**CERTIFICATES OF INSURANCE.** The Bidder further agrees to furnish the Owner, before commencing the work under the Contract, the certificates of insurance as specified in these documents.

**CONSTRUCTION TIME LIMITS.** The Bidder agrees to conduct work within the fixed schedule as follows:

AS PROVIDED IN LEASE AGREEMENT

**SUBCONTRACTORS.** The Bidder will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform on Attachment C, in accordance with applicable Oregon requirements (ORS 279C.370).

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

**ADDENDA.** The Bidder acknowledges that addenda numbers (if any)

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(Bidder insert number of each addendum received)

have been received and examined as part of these Contract Documents.

**LUMP SUM.** The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the lump sum amounts in Attachment B, Bid Schedule. The Bidder agrees that the lump sum prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**DRUG-TESTING PROGRAM.** Bidder understands that a Drug-Free Workplace is of high importance to Clackamas Soil and Water Conservation District. Bidder certifies that that an employee drug testing program will be in place throughout the completion of the Project as required by ORS 279C.505.

In witness hereto the undersigned has set their (its) hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Signature of Bidder or Authorized Signer

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Title

**ATTACHMENT B: BID SCHEDULE**  
**CONSTRUCTION OF TENANT IMPROVEMENTS**

Item Number	Description	Unit	No. Of Units	Cost per Unit	Total Cost
Subtotal					
	Mobilization*				
General	Bonds				
General	Insurance				
Total					

\*Total Bid amount **Mobilization** shall be no more than 5% of the total bid.

Any work required for the project which is not specifically listed in this Bid shall be considered incidental to the project. (No additional payment will be provided.)

**ATTACHMENT C: SUBCONTRACTOR DISCLOSURE FORM  
TENANT IMPROVEMENTS**

In accordance with ORS 279C.370, for projects with a contract value in excess of \$100,000, Bidders must disclose first-tier subcontractors that will be furnishing labor, or labor and materials in connection with this project whose contract value is equal to or greater than:

- 5% of the total bid or \$15,000, whichever is greater; or
- \$350,000, regardless of percentage of the total bid.

For all such first-tier subcontractors, please provide all of the applicable and required information for each subcontractor below. Submit this form at the time and place provided for in the Invitation to Bid.

PROJECT NAME: **Tenant Improvements**

BID OPENING DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**SUBCONTRACTORS:**

Firm Name:		
Category of Work		
Address	CCB Number	Telephone Number
City, State, Zip	Subcontract Amount	
Firm Name:		
Category of Work		
Address	CCB Number	Telephone Number
City, State, Zip	Subcontract Amount	
Firm Name:		
Category of Work		
Address	CCB Number	Telephone Number
City, State, Zip	Subcontract Amount	
Firm Name:		
Category of Work		
Address	CCB Number	Telephone Number
City, State, Zip	Subcontract Amount	

**ATTACHMENT D: BID SECURITY FORM**

For Public Improvement  
CONSTRUCTION TENANT IMPROVEMENTS  
Clackamas Soil and Water Conservation District

BOND NO: \_\_\_\_\_

AMOUNT: \_\_\_\_\_ \$ \_\_\_\_\_  
(written)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
hereinafter called the PRINCIPAL, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_ having its principal  
place of business at \_\_\_\_\_ in the State of \_\_\_\_\_  
and authorized to do business in the State of Oregon, as SURETY, are held and firmly bound unto \_\_\_\_\_  
hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for \_\_\_\_\_,  
said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the  
PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment  
Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the  
PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the  
OBLIGEE the said sum as liquidated damages, within 10 days of such failure.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Attorney-in-Fact

END OF DOCUMENT