



UMPQUA
Community College

INVITATION TO BID –
BOILER REPLACEMENT ATHLETIC COMPLEX

ITB No. ITB-Boiler Replacement AC 2024

ISSUE DATE: Wednesday, April 10, 2024
NO LATE RESPONSES WILL BE ACCEPTED

MANDATORY PRE-PROPOSAL MEETING: Thursday, April 18 at 9:30 AM Pacific Time
Athletic Complex – Umpqua Community College

ITB DUE DATE/TIME: Wednesday, April 24, 2024, at 2:00 PM Pacific Time
Electronic Submission to uccbids.contracts@umpqua.edu

QUESTION DEADLINE: Thursday, April 19, 2024, 12 NOON Pacific Time

PURCHASING MANAGER-ITB CONTACT

Joy Yori, Purchasing Manager
Umpqua Community College
1140 Umpqua College Road
Roseburg, OR 97470
Email: Joy.Yori@umpqua.edu

CONTRACT ADMINISTRATOR:

Natalya Brown, Chief Financial Officer
Umpqua Community College
1140 Umpqua College Road
Roseburg, OR 97470
Email: Natalya.Brown@umpqua.edu

ITB Submission and Questions: uccbids.contracts@umpqua.edu

It is the proposer's responsibility to continue to monitor the [UCC Solicitation Documents](#) website and OregonBuys, oregonbuys.gov, for Addenda.

UCC policies and procedures govern this solicitation ([UCC Board Policies](#)) unless otherwise reference or stated.

Electronic Bids Only
Electronic bids must be received prior to the Closing Date/Time

General Information

UMPQUA COMMUNITY COLLEGE – Boiler Replacements project invitation to bid ITB-Boiler Replacement AC 2024 consists of materials and labor to remove and dispose of current designated boiler equipment and replace with equipment outlined within this document. Work will take place at Umpqua Community College, 1140 Umpqua College Road, Roseburg, OR 97470.

UMPQUA COMMUNITY COLLEGE Purchasing Manager, Joy Yori **will receive emailed bids with Subject Line: ITB-Boiler Replacement AC 2024 from qualified contractors until 2 p.m. Pacific Daylight Time, Wednesday, April 24, 2024,** at the email address uccbids.contracts@umpqua.edu for the Boiler Replacements project, at which time the bids will be opened. Bids received after the submission deadline will not be considered. The First-Tier Subcontractor Disclosure Form must be submitted in a separate envelope within two (2) business hours after the advertised bid closing time.

PRE-BID MEETING: A mandatory pre-bid meeting will be held at 9:30 a.m. Pacific Daylight Time, Thursday, April 18, 2024, at the Athletic Complex on the Umpqua Community College campus located at 1140 Umpqua College Road, Roseburg, OR 97470. See Campus Map – Attachment E.

BID DOCUMENTS FOR CONTRACTORS: Electronic bid documents are available at oregonbuys.gov. Prospective Bidders must frequently check this webpage for any addenda, notices, or other updates regarding the Solicitation.

No bid shall be considered unless the bid contains a statement by the bidder, as part of the bid, that the provisions required by ORS 279C.800 through ORS 279C.870 (workers on public works to be paid not less than prevailing rate of wage) be included in this contract. The current wage rates applicable to this project are published in the January 5, 2024, Prevailing Wage Rate Book and associated relevant 2024 Prevailing Wage Rate Amendments if any, and/or the Davis-Bacon Act Wage Determination OR20230045 dated 08/11/2023.

It shall be understood and mutually agreed by and between the Contractor and Owner that the date of beginning and time for completion of the project are essential conditions of the contract and that the time for beginning and completion of the project shall be considered by the Owner in awarding the contract.

No bidder may withdraw his/her bid after the hour set for the opening thereof, or thereafter, before award of the contract, unless award is delayed for a period exceeding thirty (30) days from the Bid Opening date.

All questions and comments about this solicitation must be directed ONLY IN EMAIL to: uccbids.contracts@umpqua.edu prior to Thursday, April 19, 2024, 12 Noon.

The Owner reserves the right to waive any irregularities in the bids, to cancel the procurement, to reject any or all bids, and to accept only such bids as may be in the Owner's best interest.

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- Campus Map (Attachment E)
- Sample Contract (Exhibit A)

INSTRUCTIONS TO BIDDERS

SECTION 1 GENERAL

1.1 SUMMARY

- A. This construction will be carried out under one General Construction Contract covering the demolition, removal, and installation of boiler replacement as stated within this ITB. This agreement includes all labor, materials, transportation, equipment and services necessary for and reasonably incidental to the completion of all work in connection with the project described herein.

1.2 DEFINITIONS

- A. Bid Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form and supporting exhibits, including any addenda issued prior to receipt of bids. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

1.3 DESCRIPTION OF BID ITEMS

- A. Required Equipment as shown in Attachment D.
 B. Base Bid To Include:

Demolition and removal of:	Installation of:	Exclusions:
1. Two existing Kewanee boilers Kewanee Fire Tube Boiler L3W125-G related piping back to isolation valves and flues.	1. Furnish and install two new RAYPAK XVERS H7-3007 KOR 3 MIL. BTU NG Boiler 10:1 Modulation 300K-3MIL.	1. Electrical.
	2. Boilers to include B-85 Gateway F/BackNET MS/TP BMS communication cards.	2. Building management and controls.
	3. Includes primary boiler pumps, centrotherm vent adapters and system sensors.	3. Abatement.
	4. Furnish and install new neutralization kits and related piping.	4. Engineering.
	5. Furnish and install all necessary isolation valves, check valves, gauges, thermometers, PT ports, drain downs and related piping from boilers to existing 6-inch isolation valves.	5. Pipe insulation.
	6. Furnish and install make-up water and related connections.	6. Water or air balancing.
	7. Furnish and install new 10-inch flue stacks and terminate through existing roof penetrations.	7. Emergency E stop.
	8. Furnish and install new 10-inch fresh air intakes and terminate through existing roof penetrations.	8. Responsibility of existing piping and piping condition.
	9. Furnish and install all-natural gas fuel piping and second stage regulators.	
	10. Install all related hangers and supports.	
	11. Pressure testing.	
	12. Boiler permits.	
	13. Mechanical permit.	
	14. Factory start-up.	

Access will be provided by UCC Facilities Department.

The company awarded the bid will be responsible for all costs pertaining to this project such as, but not limited to: freight charges, fees, and permits associated with the project.

1.4 PUBLIC WORKS

- A. This solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870. No Bid will be received or considered by the College unless the Bid contains a statement by the Bidder that the provisions of ORS 279C.800 to 279C.870 (prevailing wage rates paid to employees) is to be complied with (see Bidder Certification).
- B. Contractor must be registered with the Oregon Construction Contractors Board (CCB) for a bid to be considered. In addition to specific statutory provisions cited, the Contractor shall comply with all other applicable requirements of Chapter 279C – Public Contracting, Oregon Revised Statutes.
- C. ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Bidders are therefore required to certify that they have an employee drug-testing program in place that applies to all employees and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a program will constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all College property.

1.5 HOURS OF LABOR

- A. Section 279C.520, Oregon Revised Statutes, provides that in all cases where labor is employed by the state, county, school district, municipality, municipal corporation or subdivision, through a Contractor, no person shall be required or permitted to labor more than 10 hours in any one day, nor more than 40 hours in any one week, except in the case of necessity, emergency, or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and one-half pay for all overtime in excess of 10 hours per day or 40 hours in any one week, and for work performed.
- B. Hours of labor shall comply with local noise ordinance.

1.6 BIDDER'S REPRESENTATION

- A. Each bidder by making their bid represents that they have read and understands the Bid Documents, and have familiarized themselves with the locale, site, and conditions under which the work is to be performed. The Contractor's signature on their bid indicates acceptance of the conditions at the site of the work upon which they are bidding.

1.7 SUBMISSION OF BID

- A. All bids must be prepared on the Bid Form in this solicitation and submitted in accordance with the Instructions to Bidders. A bid is invalid if it has not been emailed to the designated email address prior to the due date and time as noted within Section 2 SOLICITATION SCHEDULE.
- B. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw, or cancel their bid or any part thereof for 30 days after the time designated for the receipt of bids in the Public Announcement.

1.8 PROTESTS OF AND REQUEST FOR CHANGES TO THE BID DOCUMENTS

- A. Any bidder that believes that a term of this ITB is unclear, conflicts with another term of this ITB, otherwise requires clarification, or that believes that terms of this ITB are unnecessarily restrictive, limit competition, or otherwise do not comply with applicable law or any contracting rule of the College, may submit a protest or request for clarification in writing to the contact identified on the Cover Page.

- B. The protest must include a detailed statement of the legal and factual grounds for the protest; a description of the resulting prejudice to the bidder; and a statement of the desired changes to the contract terms, including any specifications.
- C. The protest must be marked "Bid Document Protest" or "Bid Document Request for Clarification" and identify the solicitation document that the request is associated with.
- D. The College will promptly respond in writing to each written protest and when appropriate issue any revisions, substitutions, or clarifications by written addendum to all interested bidders. All changes or clarifications must be by written addendum to be valid and binding on the College.
- E. No protest or request for clarification will be considered unless the College has received it at least 5 days before the Bid Closing. All issues relating to clarification or objection to any term of this ITB must be raised under this Section 1.8. Any issue that could have been raised under Section 1.8, but is not, cannot be a ground for protest of award.

1.9 BID GUARANTEE

- A. As required per ORS 279C.365, attach bid security to all bids in the form of a surety bond, irrevocable letter of credit by an insured institution as defined in ORS 706.008, cashier's check, or certified check of the bidder in the amount equal to ten percent (10%) of the Basic Bid amount, made payable to Umpqua Community College, as a guarantee that bidder will, if awarded the Contract, execute same and furnish the specified performance and labor and materials payment bond.
- B. The Owner reserves the right to hold the bid security of the two lowest bidders until a Contract is signed, or for 30 calendar days, whichever is less. All other bid security will be returned as soon as practical. Any bidder refusing to enter into a Contract and furnish specified bonds within five calendar days after notification that their bid has been accepted, shall forfeit their bid security to the Owner as liquidated damage, but not as a penalty.

1.10 METHOD OF AWARD

- A. Standard of Award. Award of the Contract will be made to the lowest bidder whose bid substantially complies with the terms set forth in this ITB, who is a "responsible bidder" under the criteria set forth in ORS 279C.375(3), and who is in compliance with any other required public procurement procedure or term.
- B. Award Notice. The College will email a written notice of award to all bidders. The written notice of award of the Contract constitutes a final decision of the College to award the contract unless the College receives a written protest of the notice of award within 7 days of the mailing of the notice of award. If a protest is timely filed, the notice of award will be a final decision of the College on issuance of a written decision denying the protest and affirming the award.
- C. Award Protest. Any bidder who is adversely affected by the College's notice of award of the Contract may file a written protest of award. A bidder is "adversely affected" only if the bidder is eligible for award of the Contract as the next lowest responsible bidder and is next in line for award. In other words, the protesting bidder must claim that all lower bidders are ineligible for award because their offers were nonresponsive; or the College committed a substantial violation of this ITB or of an applicable

procurement statute or administrative rule, and the protesting bidder was unfairly evaluated and would have, but for such substantial violation, been the responsible bidder offering the lowest bid.

1. A protest of award must be filed with the contact set forth on the Cover Page (page 1) within 7 days after issuance of the notice of intent to award. The College will not consider a protest submitted after 5:00 p.m. on the seventh day.
2. The written protest must specify the grounds on which the protest is based. An issue that could have been but was not raised as a request for clarification or protest of the bid documents is not grounds for a protest of award.
3. The College will resolve all the written protests in writing.

1.11 RESERVATION OF RIGHTS

The College expressly reserves the following rights:

- A. To reject any bids, as permitted by ORS 279C.395 or the ITB if in the public interest.
- B. To reject any bid that is not in compliance with all prescribed public bidding procedures, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b).
- C. To reject any bid that does not meet the specifications set forth in this ITB.
- D. To waive any irregularities in any submitted bid.
- E. To award any items or services contained in the bid.
- F. To consider the competency and responsibility of bidders in making any award.
- G. To re-award the Contract to the next-lowest responsible and responsive bidder if any bidder to whom the Contract is awarded defaults in executing it or providing a satisfactory performance bond within the time and in the manner required.

1.12 FORM OF AGREEMENT

- A. A sample contract is attached as Exhibit A.
- B. The contract shall contain a provision that the Contractor shall pay and perform according to the conditions required by ORS 279C.800 to 279C.870, Prevailing Wage Rate and

1.13 PERFORMANCE BOND

- A. The successful bidder shall promptly furnish a Performance Bond, which shall be an Oregon Public Works Contract Bond, in compliance with the requirements of Chapter 279C.380, Oregon Revised Statutes, in an amount equal to 100 percent of the cost of the work, such bond to be written by properly qualified surety authorized to do business in the State of Oregon.

1.14 PROHIBITIONS OF ALTERATIONS (BID FORM)

- A. Except as otherwise provided herein, bids that are incomplete or are conditioned in any way, contain erasures, alterations, or items not called for in the bid, or are not in conformity with the law, may be rejected by the Owner as informal. Only the amounts and information asked for in the Bid Form will be considered as the Bid. Each bidder shall bid upon the work exactly as specified and as provided in the Bid Form.

1.15 LIST OF SUBCONTRACTORS

- A. Within two working hours after the date and time of the deadline when the bids are due to the contracting agency for a public improvement, a bidder shall submit to the contracting agency, in accordance with ORS 279C.370, a disclosure of the first-tier subcontractor that:
 - 1. Will be furnishing labor or materials in connection with the public improvement; and
 - 2. Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is larger; or \$350,000, regardless of the percentage of the total project bid.
- B. The disclosure of first-tier subcontractors shall include:
 - 1. The name of each subcontractor.
 - 2. The amount of the contract of the subcontractor and the category of the subcontractor's work.

Submit list of subcontractors on First-Tier Subcontractor Disclosure Form via email to Uccbids.contracts@umpqua.edu with SUBJECT: ITB-Boiler Replacement AC 2024 SUBS.

1.16 SCHEDULE OF VALUES

- A. Upon request by the Owner, the selected bidder shall within seven days thereafter, submit to the Owner a Schedule of Values of various parts of the work, including quantities and amount aggregating the total sum of the Contract. With each application for payment, the Contractor shall furnish a detailed statement comprising various items which represent the total amount of work completed to the date upon which application for payment is made. No application for payment will be considered unless accompanied by such a statement.

1.17 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

- A. By submitting this bid, the bidder certifies conformance with the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon governments having responsibility for the enforcement of such laws shall be supplied to the Owner upon request, for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

1.18 NONDISCRIMINATION

- A. Bidders must submit a certification of nondiscrimination, as required by ORS 279A.110(4). Bidders must certify that they have not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned, women-owned, or service-disabled-veteran-owned business, or an emerging small-business enterprise, as each is defined in ORS 200.005.

1.19 RESIDENCY

- A. Bidders must identify whether the Bidder is or is not a "Resident Bidder," as defined in ORS 279A.120(1).
- B. Nonresident Bidders. In determining the lowest Responsive Bid, the College will, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.

SECTION 2 SCHEDULES

2.1 SOLICITATION SCHEDULE

- A. The milestones for the selection process are set forth below. The purpose of this schedule is for Bidder information only. Required dates for Contract period milestones, submittals and any other activities are provided elsewhere in this Solicitation. The College reserves the right to deviate from this schedule.

<u>Solicitation Milestone</u>	<u>Date</u>
Mandatory Pre-Bid Meeting	Thursday, April 18, 9:30 AM
Final day for Questions	Friday, April 19 12 NOON
Addenda (if applicable)	Friday, April 19 4:00 PM
Solicitation Closing/Bid Opening	Wednesday, April 24, 2024, 2:00 PM
First-tier Subcontractor Disclosure Form	Wednesday, April 24, 2024, 4:00 PM
Notice of Intent to Award	Friday, April 26, 2024
Board Approval	Wednesday, May 8, 2024
Notice to Proceed	Friday, May 10, 2024

2.2 CRITICAL CONTRACT DATES

- A. Work to be conducted under one phase as noted below.
- B. Bidder must agree to commence work as directed in written 'Notice to Proceed' and shall be substantially complete in accordance with the following schedule:
- Primary construction operations may begin no sooner than July 1, 2024.
 - All work shall achieve substantial completion by September 15, 2024.
 - All work shall achieve final completion by September 30, 2024.
- C. It is the intent of the Owner to issue a 'Notice to Proceed' for the work on or about May 10, 2024.
- D. Changes to dates can be made in written agreement between the Owner and Contractor, particularly in cases involving alterations due to supply chain dynamics and equipment availability.

UMPQUA COMMUNITY COLLEGE
INVITATION TO BID – BOILER REPLACEMENT ATHLETIC COMPLEX

ITB No. ITB-Boiler Replacement AC 2024
BID SUBMISSION CHECKLIST

ALL AFFIDAVITS, CERTIFICATIONS, FORMS AND BID CONTENT ATTACHED TO THE INVITATION TO BID MUST BE INCLUDED AS PART OF THE BID RESPONSE.

The following affidavit, certifications and forms must be completed and signed by the person authorized to represent the Bidder regarding all matters related to the Bid and authorized to bind the Bidder to the agreement. Failure to submit any of the required, completed, and signed affidavits/certifications/forms may be grounds to declare the Bid nonresponsive.

- ___ BID FORM & CERTIFICATIONS. (Attachment A)
- ___ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)
- ___ FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (Attachment C)
- ___ REQUIRED EQUIPMENT (Attachment D)
- ___ CAMPUS MAP (Attachment E)
- ___ SAMPLE CONTRACT (Exhibit A)

This checklist is provided for the Bidder's convenience in assembling their Bid and is NOT required to be returned with the Bid.

Attachment A
BID FORM & CERTIFICATIONS
Boiler Replacements Athletic Complex 2024

TO: UMPQUA COMMUNITY COLLEGE

FROM: _____ (Name of Bidder)

1.1 BIDDER AGREEMENT

- A. The Undersigned has:
- a. Reviewed the “Boiler Replacements” bid documents.
 - b. Reviewed Addenda Number(s) inclusive.
 - c. Examined the site and conditions affecting the Work.
- B. The Undersigned agrees:
- a. To hold this Bid open for 30 days subject to provisions in Bidding Requirements Document "Instructions to Bidders."
 - b. That Bid Forms not indicating that Addenda were received prior to Bid Date may be rejected by the Owner.
 - c. That this Bid has been arrived at by the Bidder independently and has been submitted without collusion designed to limit independent bidding and competition.
 - d. They are registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board, or licensed under ORS 468A.720 (Air Quality), if required.
 - e. Any Bid of a contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.
- C. If awarded a contract, the Undersigned agrees:
- a. To enter into and execute a Contract on the basis of this Bid, within five (5) days from date of Notice of Acceptance of this Bid. In the event the undersigned fails or neglects to execute the Contract and the undersigned is considered having abandoned the Contract by the Owner, the Bid security will be forfeited.
 - b. To complete the Work in accordance with the Contract Documents for the amount set forth in this Bid Form.
 - c. To commence the Work on or after July 1, 2024, of the Contract or receipt of Notice to Proceed, whichever occurs first.
 - d. To complete the Work within the time period stipulated in 2.1B of “Instructions to Bidders”.
 - e. To be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 to pay workers not less than the higher of the Prevailing Wage Rates as published by the Oregon Bureau of Labor and Industries in the July 5, 2023 Prevailing Wage Rate Book and associated relevant 2023 Prevailing Wage Rate Amendments if any, or the Davis- Bacon Act Wage Determination OR20230045 dated 08/11/2023.
 - f. To comply with Oregon tax laws in accordance with ORS 305.385.
 - g. That it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontract.
 - h. To demonstrate that an employee drug testing program is in place pursuant to ORS 279C.505(2).

1.2 RESIDENCY

A. The Bidder, pursuant to ORS 279A.120 (1), (check one) is _____/is not _____ a resident Bidder.
If not, indicate State of residency_____.

1.3 ACKNOWLEDGEMENT OF ADDENDA

A. The Bidder acknowledges receipt of the following Addenda (List by number):

Addendum Number	Date
_____	_____

1.4 BID AMOUNT

A. Basis of Award: Stipulated Sum
\$ _____ dollars.

1.5 BID ALTERNATES:

A. Substitutions or Bid Alternative are not allowed.

1.6 BIDDER’S SIGNATURE AND IDENTIFICATION

Please print or type all information requested below (except where signature is required) and attach Bid Security to this form.

Name of Proprietorship, Partnership,
or Corporation:

Signature of Proprietor, Partner,
or Corporate Official:

Name

Signature

Street Address

Name of Signatory

Mailing Address

Date Signed

City, State, and Zip Code

If Corporation, Attest:

Phone Number

Secretary of Corporation

Construction Contractors Board Number

State of Incorporation

Attachment B
AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

_____ (Bidder) I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number (EIN): _____ B. Employer's Oregon ID Number: _____
- (2) Bidder is not subject to backup withholding because (i) Bidder is exempt from backup withholding, (ii) Bidder has not been notified by the IRS that Bidder is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Bidder that Bidder is no longer subject to backup withholding.
- (3) The price(s) and amount of this Bid must be arrived at independently and without consultation, communication or agreement with any other Supplier, Bidder or potential Bidder, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, will be disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Bid or other complementary Bid.
- (6) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- (7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by Umpqua Community College in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and will be treated as fraudulent concealment from Umpqua Community College of the true facts relating to the submission of Bids for this contract. I am authorized to act on behalf of Bidder, and have authority and knowledge regarding Bidder's payment of taxes, and to the best of my knowledge, Bidder is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

(Bidder's Signature)

**Attachment C
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: Boiler Replacement AC 2024

BID CLOSING DATE: Wednesday, April 24, 2024, 2:00 PM Pacific Time

DISCLOSURE DEADLINE DATE: Wednesday, April 24, 2024, 4:00 PM Pacific Time

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACHE ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	

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

- a) 5% of the total Contract Price, but at least \$15,000 (add all additive alternates and subtract all deductive alternates).
- b) \$350,000 regardless of the percentage of the total Contract Price.

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

Form Submitted By (Bidder Company Name): _____

Contact Name: _____ Phone No.: (_____)

EMAIL FORM TO: Uccbids.contracts@umpqua.edu

THIS DOCUMENT SHALL NOT BE FAXED. It is the responsibility of bidders to separately submit this disclosure form and additional sheets, with the words "ITB-Boiler Replacement AC 2024 SUBS." in the Subject Line of the email to uccbids.contracts@umpqua.edu by 4:00 pm Tuesday, April 24, 2024.



This product meets a stringent set of our company's internally defined sustainability standards.

XVERS[®]

(POWERED BY KÖR™)

More heat in less space.

1 MMBTUH – 4 MMBTUH
H 94.5-95.7% Efficiency



Click icon or view standalone page to learn more.



HIGH EFFICIENCY



Maximum Performance

- 316L stainless steel KÖR heat exchanger for high-efficiency heating and maximum corrosion resistance (patent pending)
- Integrated flow meter for continuous monitoring and optimization with the Dynamic Protection controls algorithm
- Engineered for reliable indoor/outdoor performance and more uptime
- HO₂T Track continuous monitors the oxygen concentrations in boiler flue gas and allow for manual adjustments for fuel and airflow to maintain optimum combustion



Applicable for hydronic heating in hospitals, schools, multi-family housing, and more.



Installation Versatility

- 4 Thru The Door: the only 4 MMBTUH condensing boiler on the market that fits through the door with ease for convenient installation
- Forklift and pallet jack accessible base for easy transportation
- Multiple vent material options: PVC, CPVC, polypropylene, or stainless steel
- High elevation models available up to 10,000 ft.



Easy to Service

- Improved cabinet design with multiple smaller, lighter, easier-to-handle jacket panels for convenient access to key components
- Ultra-short height provides the best top access for servicing in compact boiler rooms
- Simple gas train design: a turnkey solution for easy commissioning and servicing



Intelligent Controls

- VERSA IC controls with LCD touchscreen display
- Raymote access
- Control the uncontrolled with Dynamic Protection for more uptime and longer life

Optional Features

- Variable or fixed speed pump
- Motorized isolation valve
- BACnet gateway
- Condensate treatment kit
- HO₂T Track
- CSD-1 package
- High elevation models
- And more!

Learn more about XVERS + KÖR boilers at Raypak.com

Model	MBTU/h (kW)		Minimum BTU/h (kW) Input	Turn Down	AHRI Thermal / Combustion Efficiency (%)	Dimensions - Inches (mm)						
	Input	Output				B Width	C Base Depth	D Overall Depth	G NPT	K Flue Ø	N C/A Ø	P
1007	999 (293.1)	952 (279.0)	100,000 (29.3)	10:1	95.3 / 95.5	24 (610)	44 (1118)	56.3 (1430)	1-1/4 (31.75)	6 (152)	6 (152)	71.6 (1818)
1257	1,250 (366.3)	1,196 (350.5)	104,000 (30.5)	12:1	95.7 / 96.0	26 (660)	48 (1219)	60.3 (1531)		8 (203)	8 (203)	
1507	1,500 (439.6)	1,427 (418.2)	100,000 (29.3)	15:1	95.1 / 95.3	26 (660)	48 (1219)	60.3 (1531)		8 (203)	8 (203)	
2007	1,999 (586.0)	1,903 (557.8)	200,000 (58.6)	10:1	95.2 / 95.4	30 (762)	53 (1346)	65.3 (1659)		8 (203)	8 (203)	
2507	2,499 (732.3)	2,374 (695.7)	300,000 (88.0)	8:1	95.0 / 96.2	34 (864)	58 (1473)	70.3 (1786)	2.0 (51.0)	10 (254)	10 (254)	74.6 (1894)
3007	3,000 (879.2)	2,862 (838.7)	300,000 (88.0)	10:1	95.0 / 95.4	34 (864)	58 (1473)	70.3 (1786)		10 (254)	10 (254)	
3507	3,500 (1025.7)	3,329 (975.6)	400,000 (117.2)	9:1	95.0 / 95.1	34 (864)	58 (1473)	70.4 (1788)		12 (305)	12 (305)	
4007	4,000 (1172.3)	3,788 (1110.1)	400,000 (117.2)	10:1	94.5 / 94.7	34 (864)	58 (1473)	70.4 (1788)		12 (305)	12 (305)	

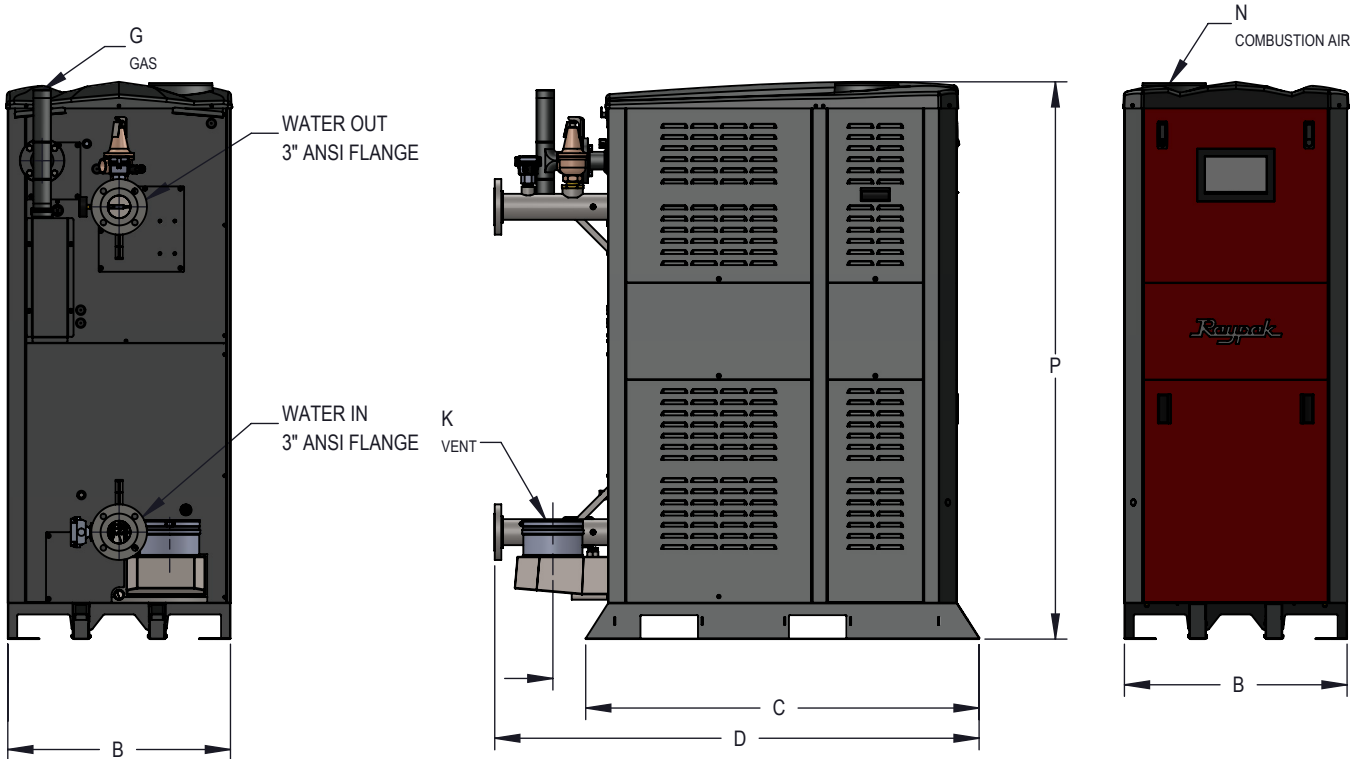




EXHIBIT A
SAMPLE CONTRACT

UMPQUA COMMUNITY COLLEGE
SMALL CONSTRUCTION PROJECT CONTRACT

This Contract is between Umpqua Community College, ("College") and [REDACTED] ("Contractor").

Project:

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be [REDACTED] or the date on which each party has signed this Contract, whichever is later.

The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than [REDACTED].

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in Exhibit 1.

Statement of Work. Contractor shall perform the Work described in Exhibit 1.

Payment for Work. College agrees to pay Contractor in accordance with Exhibit 1 and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence:

Contractor's Proposal, but only to the extent that it sets the scope of the Work and the Contract Sum (without limiting the foregoing, no terms or conditions of Contractor's Proposal are incorporated to the extent that they address matters that are the subject of this Contract).

A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Time Is of the Essence.** Time is of the essence in the performance of this Contract.

2. **Subcontracts.** College reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions College may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on College.

3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of College.

4. **Other Contractors.** College may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any College employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by College employees.

5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 2.

6. **No Third-Party Beneficiaries.** College and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in

this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

8. **Nonperformance.** In the event of nonperformance under this Contract, College, after seven days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.

9. **Early Termination.** This Contract may be terminated as follows:

(a) **Termination by Mutual Agreement.** College and Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) **Termination for Convenience.** College in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.

(c) **Termination for Breach.** Either College or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not

entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. If College's termination for breach is determined later to have been wrongful or without justification, then the termination will be considered to have been a termination for convenience.

(d) Termination for Failure to Maintain Qualifications. Notwithstanding Section 9(c), College may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

(e) Payment on Early Termination. Upon termination pursuant to Section 9, payment shall be made as follows:

(i) If terminated under 9(a) or 9(b) for the convenience of College, College shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. College shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that College may have against Contractor.

(ii) If terminated under 9(c) by Contractor due to a breach by College then College shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

(iii) If terminated under 9(c) or 9(d) by College due to a breach by Contractor, then College shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which College is entitled.

10. Payment of Invoices. Unless otherwise provided in Exhibit I, the payment period shall be one calendar month. Payments are due and payable 30 days from receipt of Contractor's complete invoice or 15 days after payment is approved by College, whichever is earlier. College may withhold 5% of each payment as retainage. Retainage will be paid within 30 days of final completion and acceptance by College.

11. Changes in the Work. College reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by College and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. The following terms apply to any Change Order:

(a) Prices. Every price stated in a Change Order must be inclusive of all costs to complete the work associated with that price.

(b) Costs. The prices in a Change Order may consist only of the following costs as they relate to the Work required by the Change Order:

(i) *Direct Labor Costs.* The labor-related costs may include only (1) the hourly wage (without markup or labor burden) and fringe benefits paid by Contractor to employees, based on actual payroll receipts, and (2) direct contributions for employee-related insurance, including industrial and medical insurance and supplemental pension, FICA, FUTA, and state-unemployment-compensation-act payments. Overtime wages may only be included if preapproved in writing by College.

(ii) *Direct Materials Costs.* The cost for materials may include only the net cost of materials, including freight costs, after applying all applicable discounts or rebates. No lump-sum costs are allowed unless preapproved in writing by College.

(iii) *Construction Equipment Costs.* The cost of equipment rentals must be based on the lower of the local prevailing rate published in the Rental Rate Blue Book by Dataquest (the "Blue Book") or the actual rate paid to unrelated third parties for such equipment, as evidenced by rental receipts. If equipment is required for which there is no rental rate published in the Blue Book, the rate must be approved by College before renting the equipment. If more than one rate may apply, the lower rate must be used. Any equipment-rental rate or quantity exceeding the local fair-market rental value must be approved in writing by College. The rate for equipment that is necessarily standing by for use may not exceed 50 percent of the rate established by the foregoing terms, and the rental charge for any equipment may not exceed 75 percent of the fair-market purchase price of that equipment. The rental cost may include reasonable mobilization costs only if the equipment is delivered to the worksite solely because of changes in the Work required by a Change Order.

(iv) *Insurance or Bond Premium Costs.* The cost of a change in an insurance or bond premium may be only the actual cost of any change in Contractor's liability insurance arising directly from changes in the Work required by a Change Order.

(v) *Subcontractor Costs.* The costs of or incurred by any subcontractor in connection with a Change Order will be calculated in accordance with the foregoing terms of this Section 11(b). For avoidance of doubt, no costs under this Section 11(b) may include fees for consultants, attorneys, or claim preparation.

(vi) *Fees.* The maximum amount that may be charged for the overhead, profit, or any other cost of Contractor or any subcontractor is as follows, reflected as percentages of the amounts that may be charged in accordance with the foregoing under this Section 11(b):

(1) Contractor may charge up to 10% of the cost of any materials that it supplies or work that it properly performs using its own forces.

(2) Contractor may charge up to 8% of the cost that it directly owes to a subcontractor or supplier for materials supplied or work properly performed by that subcontractor or supplier.

(3) Each subcontractor may charge up to 8% of the cost of any materials that it supplies or work that it properly performs using its own forces.

(4) Each subcontractor may charge up to 8% of the cost that it owes for materials supplied or work properly performed by its lower-tiered subcontractors or suppliers.

(5) The total fee owed to Contractor and all subcontractors, as calculated in accordance with the foregoing, for work performed by all lower-tiered subcontractors that are not in privity of contract with Contractor or a subcontractor may not exceed 25% of the total amount owed to all lower-tiered subcontractors. Additionally, College will not owe any fee related to the direct settlement of any claim between Contractor and any subcontractor.

If a change in the Work involves both additive and deductive items, the fees charged in accordance with this section will be calculated based on, and then added to, the net difference of the items. If the net difference is negative, no fee will be added to the negative figure. The parties acknowledge that the fees listed in this section are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate Contractor for all effects of changes in the Work; and that the resulting overcompensation of Contractor for these changes compensates Contractor for all changes in the Work for which Contractor believes that the percentage is otherwise insufficient.

12. Inspection and Acceptance of Work. College shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to College.

13. Right to Withhold Payments. College shall have the right to withhold from payments due Contractor such sums as necessary, in College's sole opinion, to protect College against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors.

14. Knowledge of Site Conditions. Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable

compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify College in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.

15. Special Care. Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

16. Removal of Debris. Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

17. College's Right to Stop the Work.

(a) If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, College may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

(b) If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, College may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.

Notwithstanding any other provision, College's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.

18. Performance of the Work. Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, College's construction and life safety policies and procedures, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents

or at the direction of Engineer or College's Representative. Conflicts between manufacturers' directions shall be resolved by Engineer.

19. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

(a) If terminated under 9(c) by College due to a breach by Contractor, College may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to College the amount of the reasonable excess.

(b) In addition to the remedies in Sections 8, 9, and 13 for a breach by Contractor, College also shall be entitled to any other equitable and legal remedies that are available.

(c) If College breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.

20. Claims.

(a) Time Limits on Claims. Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to the other party, and the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.

(b) Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and College shall continue to make payments in accordance with the Contract Documents.

(c) Claims for Additional Costs. If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify College. The prices in any Claim must conform to the terms of Section 10.

(d) Claims for Additional Time. If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

21. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant

to those laws, including without limitation the following those set forth elsewhere in this Agreement and the Construction Documents, and the following:

(a) ORS 279A.110: Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that is owned by a service-disabled veteran, or an emerging small business that is certified under ORS 200.055.

(b) ORS 279C.380: If the contract price is \$100,000 or more, unless exempted by College in writing pursuant to College's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to College a good and sufficient performance bond, in a form acceptable to College, in a sum equal to 100% of the Contract Price for the faithful performance of the Contract, and shall execute and deliver to College a good and sufficient payment bond, in a form acceptable to College, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.

(c) ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such 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, 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. Contractor shall further demonstrate that an employee drug-testing program is in place.

(d) ORS 279C.510: If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(e) ORS 279C.515: 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 this Contract as such claim becomes due, College 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 this Contract. The payment of a claim in the manner authorized in this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor

furnished under this Contract within 30 days after being paid by College interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

(f) ORS 279C.520:

- i. Contractor shall not employ any person 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 as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 1. 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; and
 2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 3. For work performed on Saturday and on any legal holiday specified in any applicable applicable bargaining agreement or ORS 279C.540.
 4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
- ii. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and of employer discrimination against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles College to terminate this Contract for cause.
- iii. Contractor shall not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor shall not retaliate against an employee who does so.
- iv. Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(g) RESERVED.

(h) ORS 279C.530: Contractor shall promptly, as due, make payments to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, Contract - UCC Boiler Replacement Athletic Complex 2024

incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that 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.

To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 2 if you believe you may be exempt from this requirement.

(i) ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:

(i) Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and

(ii) Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

(j) ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by College. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by College, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

(k) ORS 279C.800 to 279C.870:

(i) This Contract is /is not subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker that Contractor, any subcontractor, or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon*. The prevailing wage rates for public works

contracts in Oregon are contained in the following publications: The *Prevailing Wage Rates for Public Works Projects in Oregon*, dated January 5, 2024, and any associated relevant 2024 Prevailing Wage Rate Amendments, if any, and the *PWR Apprenticeship Rates*, dated January 5, 2024, and any associated relevant 2024 PWR Apprenticeship Wage Rate amendments, if any. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml and are hereby incorporated as part of the Contract Documents.

(ii) This Contract is _____/is not ___X___ also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Note: If federal funds are used in whole or in part to pay the Contract Price and the total amount of the Price Agreement exceeds \$2,000, check “is subject.” Notwithstanding subsection j(i) of this section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest state prevailing wages can be reviewed as set forth in subsection j(i) of this section. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Multnomah County, Building Construction Type) and are hereby incorporated by reference as part of the Contract Documents. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.

(iii) College shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

(iv) Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.

(l) ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, Contractor shall:

- i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).
- ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2), (7), or (8).

(m) ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:

(i) Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file with College a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.

(ii) Notwithstanding ORS 279C.555 or 279C.570(7), College shall retain 25% of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain 25% of any amount earned by a first-tier subcontractor until such subcontractor has filed the certified statements with College. College and/or Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

(n) ORS 468A.710: If this Contract requires asbestos abatement, Contractor or subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.

(o) ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a construction contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify College immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

22. Work Performed on College Property. Contractor shall comply with UCC Board of Education Policies, <https://umpqua.edu/about/governance-operations/governance/board-of-education/board-policies/>; and the following when work is performed on College property.

(a) Confidentiality. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) (“FERPA”) and ORS 326.565, Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records, for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA’s requirements, personally identifiable information

obtained by Contractor in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

(b) **No Unsupervised Contact with Students.** "Unsupervised contact with students" means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on College property. Contractor will work with the College to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall notify the College prior to beginning any Work that could result in such contact. Contractor authorizes the College to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize the College to conduct such background checks. Contractor shall pay all fees assessed for processing the background check. The College may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.

23. Quality of Goods and Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade.

24. Delay. Contractor shall furnish sufficient staffing, materials, and equipment and work such hours, including night shifts, overtime, and weekend and holiday work, as may be necessary to insure the production of the Work in accordance with the date of Substantial Completion and the approved construction schedule. If Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of Contractor or any subcontractor, or by reason of any delay that is within Contractor's reasonable control, fails to meet the approved construction schedule, then Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, all without additional cost to College. College will not be liable for any damages or extra costs resulting from any delay in Contractor's work not caused by College, nor will College be obligated to grant any extension of the Contract Time for any delay in Contractor's work not caused by College. All such damages or costs shall be paid by Contractor.

25. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delay and without additional cost.

26. Access to Records. Contractor agrees that College and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.

27. Maintenance of Records. Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that College's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of ten years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. Contractor is responsible for any audit exceptions incurred by itself or its subcontractors.

28. Ownership of Work. All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of College. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants College a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. College shall have no rights in any pre-existing work product of Contractor provided to College by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for College use only. If this Contract is terminated by either party or by default, College, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

29. Warranty.

(a) Contractor warrants to College and College's Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the

Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by College or College's Design Professional, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(b) In addition to Contractor's other obligations under this contract, including but not limited to Section 29(a) above, Contractor shall, for a period of one year after Substantial Completion (the "Correction Period"), correct work that is defective or that does not otherwise conform to the requirements of the Contract Documents.

(c) If, during the Correction Period and after 10 days' notice, Contractor fails to proceed to cure any defective or nonconforming Work, College may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of College or Engineer, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies College may have.

(d) Contractor shall assign all manufacturers' warranties to College and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of College. Contractor shall provide College with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by College.

30. Indemnification. Contractor shall defend, indemnify, and hold the COLLEGE, the State of Oregon, the United States, and its officers, agents and employees, and members (the "Indemnified Parties"), harmless against all liability, claims, loss, costs, or expenses, including attorney fees, based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act arising from Contractor's performance of the Work. In claims against any person or entity indemnified under this section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation this section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding anything to the contrary in this Section 28, Contractor is not required to

indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence or willful misconduct of the Indemnified Parties, but Contractor is required to indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor, or the fault of Contractor's agents, representatives, or subcontractors.

31. Insurance. Unless otherwise provided below, Contractor shall at all times while this Agreement is in place, and for six years following substantial completion of the Work, maintain in force at Contractor's expense, the following insurance coverage:

(a) Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractor and all subcontractors shall purchase and maintain employer's liability insurance of at least \$500,000 per accident.

(b) Commercial General Liability. Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by College. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. The CGL insurance will also include the following: (i) separation of insured; (ii) incidental medical malpractice; and (iii) personal injury with employment exclusion deleted. Contractor shall maintain CGL insurance coverage of at least \$ 1,000,000 for each claim, incident, or occurrence, and at least \$ 2,000,000 annual aggregate coverage.

(c) Motor Vehicle Liability. Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by College. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$ 1,000,000 for each claim, incident, or occurrence, and at least \$ 1,000,000 annual aggregate coverage.

(d) Umbrella/excess liability insurance: Commercial umbrella/excess liability coverage with a minimum coverage limit of \$5,000,000 and including: (i) "Pay on behalf of" wording; (ii) concurrency of effective dates with primary coverage; (iii) punitive damages coverage (unless prohibited by law); (iv) application of aggregate (when applicable) in primary coverage; and (v) drop-down

feature. All third-party liability insurance will be scheduled to the umbrella/excess coverage.

(e) **Hazardous Materials:** If the Work involves the abatement, removal, replacement, repair, enclosure, encapsulation, and/or disposal of any hazardous material or substance, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate, and shall include coverage for liability to third parties for bodily injury, property damage, remediation, and clean-up costs arising from pollution events or conditions on, at, under, or migrating from the Project site and from transportation and disposal of pollutants and/or anything contaminated by pollution. This insurance must be maintained for at least 10 years after substantial completion and acceptance of the Project.

(f) **Builders All-Risk.** Not required—College provides coverage.

(g) **Additional Requirements.** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

(h) **Certificate of Insurance.** Contractor shall furnish to College a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on ISO Form CG 2010 (11/85) or CG 2037 (07/04) together with CG 2033 (07/04), or their equivalent. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to College. Each certificate shall also state the relevant deductible or retention level. For general and automobile liability coverage, the certificate shall also provide that College, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by College, Contractor shall also provide complete copies of insurance policies to College.

32. Notice of Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to College's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable College and any other party affected to investigate the matter.

33. Waiver. Waiver of any default under this Contract by College shall not be deemed to be a waiver of any

subsequent default or a modification of the provisions of this Contract.

34. Arbitration.

(a) Any Claim arising out of or related to the Contract, shall, be subject to arbitration. At any time, party(ies) may endeavor to resolve disputes by mediation.

(b) Claims shall be decided by arbitration that, unless the parties mutually agree otherwise, shall be in accordance with the rules of the Arbitration Service of Portland, Inc. The demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Service of Portland, Inc.. Exclusive venue for arbitration shall be in Portland, Oregon.

(c) A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

(d) The arbitration will include, by consolidation or joinder or in any other manner, any additional persons or entities if (i) such persons or entities are materially involved in a common issue of law or fact in dispute and (ii) such persons or entities are either contractually bound to arbitrate or otherwise consent to arbitration. If another involved party will not consent to arbitration, College, in its sole discretion, has the option to elect consolidated litigation in court to resolve the dispute.

35. Governing Law. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not subject to arbitration must be brought in Douglas County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States College Court for the State of Oregon.

36. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

37. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

38. Anti-Discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex,

sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.

39. Attorney Fees. If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under Section 34 of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, or arbitrator may adjudge reasonable as attorney

fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.

40. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.

[Signature page follows]

SAMPLE

**UMPQUA COMMUNITY COLLEGE
SMALL CONSTRUCTION PROJECT CONTRACT**

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-nonprofit
 Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature Title

Name (please print) Date

NOTE: Contractor must also sign Exhibit 2.

**UMPQUA COMMUNITY COLLEGE
SIGNATURE**

(This Contract is not binding on College until signed by the appropriate signing authority)

Signature Title Date

Name (please print)

EXHIBIT 1
UMPQUA COMMUNITY COLLEGE
BOILER REPLACEMENT ATHLETIC COMPLEX -
SMALL CONSTRUCTION CONTRACT
STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work:

A. Required Equipment as stated.

Demolition and removal of:	Installation of:	Exclusions:
1. Two existing Kewanee boilers Kewanee Fire Tube Boiler L3W125-G related piping back to isolation valves and flues.	1. Furnish and install two new RAYPAK XVERS H7-3007 KOR 3 MIL. BTU NG Boiler 10:1 Modulation 300K-3MIL.	1. Electrical.
	2. Boilers to include B-85 Gateway F/BackNET MS/TP BMS communication cards.	2. Building management and controls.
	3. Includes primary boiler pumps, centrotherm vent adapters and system sensors.	3. Abatement.
	4. Furnish and install new neutralization kits and related piping.	4. Engineering.
	5. Furnish and install all necessary isolation valves, check valves, gauges, thermometers, PT ports, drain downs and related piping from boilers to existing 6-inch isolation valves.	5. Pipe insulation.
	6. Furnish and install make-up water and related connections.	6. Water or air balancing.
	7. Furnish and install new 10-inch flue stacks and terminate through existing roof penetrations.	7. Emergency E stop.
	8. Furnish and install new 10-inch fresh air intakes and terminate through existing roof penetrations.	8. Responsibility of existing piping and piping condition.
	9. Furnish and install all-natural gas fuel piping and second stage regulators.	
	10. Install all related hangers and supports.	
	11. Pressure testing.	
	12. Boiler permits.	
	13. Mechanical permit.	
	14. Factory start-up.	

Access will be provided by UCC Facilities Department.

The company awarded the bid will be responsible for all costs pertaining to this project such as, but not limited to: freight charges, fees, and permits associated with the project.

2. The total Contract Price shall be _____.

3. College shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name: _____
Title: _____
Business: _____
Address: _____

4. Contractor will invoice College for the Work as follows:

Invoices shall be submitted to the address below:

Name: Joe Flora
Title: Director of Facilities and Security
Address: Umpqua Community College
1140 Umpqua College Rd
Roseburg, OR 97470

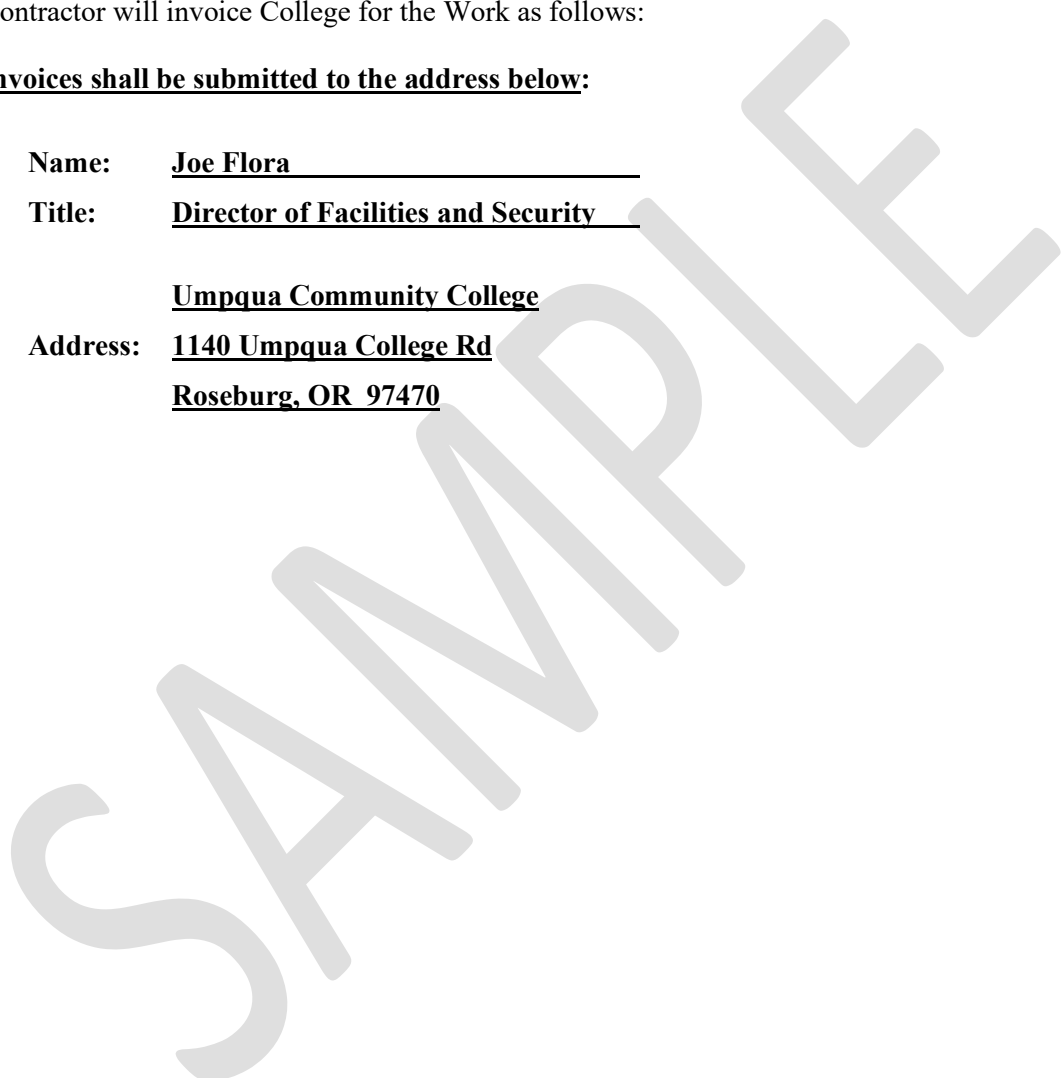


EXHIBIT 2
UMPQUA COMMUNITY COLLEGE
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A or B below

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership authorized to do business in the State of Oregon.		
_____	_____	_____
Signature	Title	Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:	
1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, <u>and</u>	
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <u>and</u>	
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, <u>and</u>	
4. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You must check at least four (4)</u> to establish that you are an Independent Contractor.	
<input type="checkbox"/> A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.	
<input type="checkbox"/> B. I purchase commercial advertising, or I have business cards for my business, or I am a member of a trade association.	
<input type="checkbox"/> C. My business telephone listing is separate from my personal residence telephone listing.	
<input type="checkbox"/> D. I perform labor or services only under written contracts.	
<input type="checkbox"/> E. Each year I perform labor or services for at least two different persons or entities.	
<input type="checkbox"/> F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.	
_____	_____
Signature	Date