



CITY COUNCIL SPECIAL SESSION

AGENDA

Friday, August 20, 2021 – 5:30 PM

ZOOM Meeting

The City of Detroit is an equal opportunity provider and does not discriminate on the basis of race, creed, color, country of origin, religion, sexual orientation or identity, disability, or other immutable characteristics. Those with a disability who wish to request an accommodation or aid in order to participate in this meeting should contact the City Recorder at (503) 854-3496 or by email at detroit@wvi.com.

Meetings of the City Council of Detroit will be broadcast via Zoom, as well as on other form(s) of electronic media as they become available. If you require additional assistance to participate in this public meeting, please contact the City of Detroit at least 48 business hours prior to the meeting (503) 854-3496 or by email at detroit@wvi.com.

1. CALL TO ORDER -

2. CITY COUNCIL ROLL CALL -

3. DECLARATIONS OF CONFLICT OF INTEREST AND EX-PARTE CONTACT

Conflict of Interest indicates a direct/indirect financial benefit, as defined by Oregon Government Standards and Practices Commission, from an agenda item and excludes any involvement in discussion or vote on the issue. Where a councilor is so involved with an issue such that they have prejudged the matter based on evidence or opinion not developed during the course of the record proceeding before the city, and it would be unfair for that councilor to vote on the application, that councilor should also exclude him/herself from any involvement in discussion or vote on the issue.

4. ANNOUNCEMENTS - Items not on the agenda but relevant to City business may be discussed by the Council at this meeting. Citizens are encouraged to attend all meetings of the City Council to ensure that they remain informed. Agenda items may be moved back if a Public Hearing is scheduled.

5. UNFINISHED BUSINESS

Detroit Service Replacement and Agreement, Staff Contact: Chris Eppley

6. ADJOURN

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
June 25, 2021

ADDENDUM NO. 1

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

Due for quotes moved to June 30, 2021.

CLARIFICATIONS

1. The list of services needing replacement is being finalized; the approximate count of services to replace is 45.
2. Re-surfacing is considered incidental to the bid. Approximately 35 of the locations are asphalt paved, and approximately 10 are gravel paved. A clean saw-cut edge will be expected for the asphalt restoration. Appropriate assumptions for asphalt estimation include:
 - a. An average length per patch of approximately 15 feet.
 - b. An average width per patch of approximately 3 feet.
 - c. An average depth of asphalt of 3-inches.
3. There will be no pre-bid meeting. It is recommended that proposers visit the site themselves. HBH personnel can be made available to answer questions on site upon request. HBH will provide a list of questions and answers addressed at these meetings to all quoters.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:

Signature of Proposer

Title

Name of Firm

Date

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 6, 2021

ADDENDUM NO. 2

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

1. Due date for quotes moved to August 13, 2021.
2. Updated total quantity of anticipated Type K copper service line from 1000 LF to 660 LF. An updated quote submission form is included by reference herein.
3. List of Services to be replaced and map included by reference herein.
4. Summary of questions asked by Danielson on 8/6/2021 via phone at 2:35 PM included by reference herein.

CLARIFICATIONS

1. This RFQ is soliciting quotes in accordance with the intermediate procurement process. The maximum contract amount that can be awarded under this process is \$150,000. If all quotes come in above this amount, the City must reject all quotes and advertise the project for closed bids.
2. The total number of services to be replaced is 44.
3. The contract will be awarded according to both price and schedule.
4. All service lines installed within the last 3 years are known to be installed in PVC sleeves. These sleeves begin within two feet of the water main and end a minimum of 1' beyond the edge of pavement on long side services. Most short side services do not contain these sleeves, and it is assumed most service lines older than 3-years are not in sleeves.
 - a. HBH staff have reviewed the list included with this addendum and have found that 15 of the services on the attached list are likely in sleeves. All of these were installed as part of the Phase 2A Water System Improvement Project. 9 additional potential sleeved services were installed in older parts of the distribution system. These water lines were installed in the early 2000's and may be in sleeves. The remaining 20 services are almost certainly not in sleeves. These totals are based upon the best information available, but the accuracy of these totals are not guaranteed.
5. **Full resubmission of all documents stated in the RFQ will be required for a quote to be considered complete.** A complete resubmission contains the following:
 - a. Updated Quote form fully filled out.
 - b. Written schedule indicating available to begin and complete work
 - c. Addenda 1&2
6. This job will require payment and performance bonds in the amount of 100% of the quoted price. The cost of these bonds is to be included in the quoted price.

7. A 1-year warranty period will be included as part of this job. This warranty will exclude factors beyond the contractor's control, such as the continued presence of VOC contamination after the work is complete.
8. No follow up testing will be performed to ensure that new service lines are free of VOC contamination.
9. Corp stops are to be re-used as the connection point for the replacement services to the water main. Meter stops are to be replaced, with the cost of these parts to be included in the quoted price.
10. Informalities will not be waived in this RFQ, and late submissions will not be accepted.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:

Signature of Proposer

Title

Name of Firm

Date

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: _____

Time: _____

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: _____
Primary Contact: _____
Address: _____
City/State: _____
Telephone: _____
Email: _____
CCB #: _____

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of _____, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____
_____.

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency:_____.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. ¾" Water Service Line Installation, **660 LF:**

QUOTE LF: _____ Total Dollars (\$ _____),
said amount being hereinafter referred to as the "Task 1 Quote."

TOTAL QUOTE:

TOTAL NOT TO EXCEED QUOTE: \$ _____

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
 - a) Contractor shall provide a schedule of availability to complete the work described in the RFQ.

CONTRACTOR:

[Company Name]

By: _____ Its: _____

Address

105 SANTIAM AV W

110 BUTTE ST S

110 SHORT AV W

115 SHORT AV W

120 SANTIAM AV W

120 SHORT AV W

125 DETROIT AV N

125 MELGARD CT

125 SANTIAM AV W

130 CLIFFORD AV E

135 MELGARD CT

135 SANTIAM AV W

140 DETROIT AV N

145 SANTIAM AV W

155 DETROIT AV N

155 SANTIAM AV W

160 DETROIT AV N

165 SANTIAM AV W

170 SANTIAM AV W

175 SANTIAM AV W

185 SANTIAM AV W

190 BUTTE ST N

200 DETROIT AV N

205 HUMBUG ST S

210 DETROIT RD S

215 SCOTT AV S

220 DETROIT RD S

220 SANTIAM AV W

225 DETROIT AV S

230 BUTTE ST S

230 DETROIT AV S

230 DETROIT AV S

235 HUMBUG ST S

240 DETROIT AV S

240 SANTIAM AV W

245 HILL ST S

245 HUMBUG ST S

265 DETROIT AV S

275 DETROIT AV S

285 HUMBUG ST S

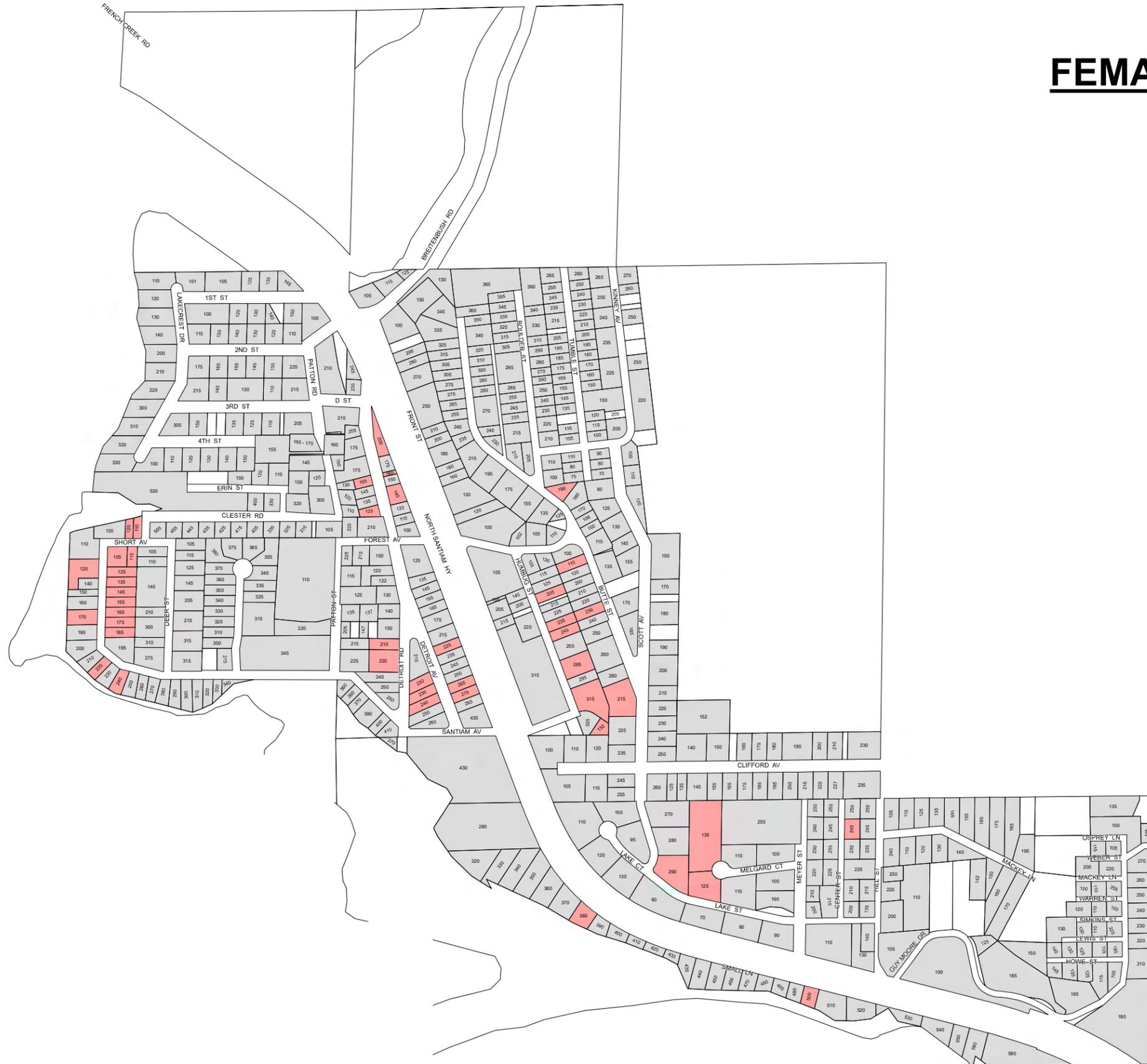
290 SCOTT AV S

315 HUMBUG ST S

380 DETROIT RD S

500 NORTH SANTIAM HY S

City of Detroit FEMA-Funded Replacement Map



Legend

 Taxlots

Sampling Status

 No Action Needed

 PA Grant Funded Replacement

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 6, 2021

Summary of Questions Asked

Dave Danielson of Danielson Contractors, Inc. contacted Kenneth Cannady-Shultz of HBH Consulting Engineers, Inc at 2:35 PM on August 6, 2021. Below is a summary of questions that were asked.

- Dave asked about what methods would be used to verify the efficacy of the replacement. Specifically, he was concerned about when and how services would be tested for contamination after replacement.
 - He recommended holding off on paving until after testing had been completed in case any persistent contamination was found.
 - Kenneth requested clarification that Dave was talking about VOC contamination, which Dave verified.
- Dave noted that the RFQ had not clearly stated that angle stops will need to be replaced as part of this project. He wanted to make sure that any clarification clearly stated that corp stops were to be retained and angle stops needed replacement.
- Dave noted that the cutoff for this intermediate procurement process is \$150,000 and requested that any clarification issued note that this limitation exists.

Answers to these questions and most comments are included in Addendum 2.

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 9, 2021

ADDENDUM NO. 3

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

1. Due date changed to August 17, 2021.
2. Scope of work included in RFQ is replaced in its entirety with the scope of work document included as part of this addendum.
3. Updated quote form included by reference herein.
4. Summary of questions asked by Olson on 8/6/2021 via phone at 5:09 PM included by reference herein.

CLARIFICATIONS

1. The quote form included with this addendum must be used to prepare quotes. Any other formats or previous quote forms will not be accepted.
2. The purpose of Addenda 2 and 3 are to provide all quoters with an opportunity to review more complete information and update their quotes based upon better information.
3. All original quoters, including the previous selected quoter, are being asked to update their quotes.
4. Quotes will be scored according to the following criteria: 49% price, 51% schedule, maximum score of 100. The schedule score is based on start date and anticipated project duration in equal parts. The scores and quote prices of all quoters will be available upon request after all quotes have been received and reviewed.
5. Date and time informalities will not be waived, and quotes that are not deemed complete by the due date/time will not be reviewed. Early submissions will be reviewed, and quoter informed of any errors noted that would affect completeness. So long as the noted errors are corrected by the due date/time, the quote will be reviewed.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:

Signature of Proposer

Title

Name of Firm

Date

SCOPE OF WORK

The City is soliciting competitive quotes from licensed and qualified contractors to provide labor, equipment, and related construction services necessary to safely install the new water services, including, without limitation, the following work (collectively, the “Services”).:

Task 1 Sleeved Water Service Installation

- a. Remove existing water services at the corp stop and abandon existing water service line and angle stop. If requested, contractor shall remove existing service lines and angle stops from the ground and present them to the City.
- b. Install new water service lines from the water main to the water meter utilizing existing PVC sleeve. Installation shall include new type K copper tubing ($\frac{3}{4}$ ”), new angle stop, and all labor and appurtenances required to complete the installation. New service line installation shall utilize the existing corp stop. New service line shall be pulled through existing PVC sleeve under the pavement, so pavement cutting should be kept to the minimum extent necessary to access both ends of the PVC sleeve, and damage to the asphalt minimized. Installation shall be consistent with City standards (incorporated herein as an attachment).
- c. Restore surface to existing conditions (asphalt excluded, see Task 3). When working in dirt or graveled areas, utilize Lignin to control dust (per Marion County Standards).

Task 2 Standard Water Service Installation

- a. Remove existing water services at the corp stop and abandon existing water service line and angle stop. If requested, contractor shall remove existing service lines and angle stops from the ground and present them to the City.
- b. Install new water service lines from the water main to the water meter. Installation shall include new type K copper tubing ($\frac{3}{4}$ ”), new angle stop, and all labor and appurtenances required to complete the installation. New service line installation shall utilize the existing corp stop. No PVC sleeve exists for these services, so normal installation methods (i.e. open trenching) shall be utilized for installing these services. Installation shall be consistent with City standards (incorporated herein as an attachment) and include PVC sleeves installed from the water main to the edge of pavement. Sleeves shall be adequately sized to comfortably fit service line within and may be any sort of PVC piping or conduit.
- c. Restore surface to existing conditions (asphalt excluded, see Task 3). When working in dirt or graveled areas, utilize Lignin to control dust (per Marion County Standards).

Task 3 Asphalt Trench Patching

All asphalt necessary to restore asphalt to prior conditions shall be paid under this task. Each task will have slightly different surface repairs associated with them, which are summarized below:

1. Task 1 services will require patching of the asphalt window required to access the end of the sleeve that is nearest to the water main.
2. Task 2 services will require patching of any asphalt trenches that are cut to lay the new water service.

Asphalt paving materials and base shall conform to the current Oregon Standard Specifications for Construction (OSSC), sections 00641, 00730, and 00744, and any other sections that are applicable. Level 2 asphalt mixes shall be utilized. Asphalt trench patches shall be 4" compacted depth or shall match existing pavement depth, whichever is lesser, and all seams shall be sand sealed. Paving shall be completed in a workman like manner consistent with applicable OSSC sections and be neat and level when finished.

A "T-cut" to 12" beyond edge of trench will be required prior to paving, and compaction of the aggregate base to 95% compaction, with one compaction test per service required (to be paid for by contractor and included in the price of this task).

It is assumed that all Task 1 Services are under asphalt, and that a window will need to be cut into the asphalt and then patched back over. It is assumed that approximately 11 of the Task 2 services will require trench excavation and patching.

All other items required to complete the work described in the 3 above items shall be considered incidental to the work items listed below and shall be incorporated into the Contractor's quote. Saw cutting shall be considered incidental, with the trench/window sawcuts to be included in Task 1 or 2 (as applicable) and the "T-Cuts" to be included in Task 3. City reserves the right to retain all removed contaminated materials, including, but not limited to piping and angle stops, for research or other purposes.

A list of service locations is included as part of this RFQ. The contractor is encouraged to review the list, which includes 44 services. The exact count of sleeved and un-sleeved services is not known, but it is assumed that 16 services will be installed under Task 1, and the remaining 28 installed under Task 2.

Interested contractors are responsible for and strongly encouraged to visit and inspect the site to evaluate site conditions. Direct all questions or request for clarifications/additional information to Kenneth Cannady-Shultz: HBH Consulting Engineers, Inc., 501 E First Street, Newberg, Oregon 97132, 503-554-9553, kshultz@hbh-consulting.com.

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: _____

Time: _____

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: _____
Primary Contact: _____
Address: _____
City/State: _____
Telephone: _____
Email: _____
CCB #: _____

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of _____, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____.

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency:_____.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. ¾" Water Service Line Installation (sleeve), **320 LF:**

QUOTE LF: _____ Total Dollars (\$ _____),
said amount being hereinafter referred to as the "Task 1 Quote."

QUOTE – TASK 2:

1. ¾" Water Service Line Installation (no sleeve), **340 LF:**

QUOTE LF: _____ Total Dollars (\$ _____),
said amount being hereinafter referred to as the "Task 2 Quote."

QUOTE – TASK 3:

1. Level 2 Hot Mix Asphalt Trench Patch, **30 Ton:**

QUOTE TON: _____ Total Dollars (\$ _____),
said amount being hereinafter referred to as the "Task 3 Quote."

TOTAL QUOTE:

TOTAL NOT TO EXCEED QUOTE: \$ _____

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
- a) Contractor shall provide a schedule of availability to complete the work described in the RFQ including availability to begin and anticipated duration.

CONTRACTOR:

[Company Name]

By: _____ Its: _____

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 6, 2021

Summary of Questions Asked

Micah Olson of Olson LLC contacted Kenneth Cannady-Shultz of HBH Consulting Engineers, Inc at 5:09 PM on August 6, 2021. Below is a summary of questions that were asked.

- Micah asked what the reason for this requested resubmission was. Kenneth stated that the Detroit City Council was concerned that the information contained in the addendum was not known by all quoters and wanted updated quotes from all parties with that information explicitly stated.
- Micah noted that he already knew about the services being in sleeves but choose not to include them in his original quote because of the associated uncertainty. If the sleeves were there, it would be helpful; however, if not, Micah would lose money and time. He deemed it was best to assume none were sleeved.
- Micah asked if Danielson Contractors, Inc. was planning on resubmitting. Kenneth stated that the updated clarification was sent to them, and presumably they would resubmit.
- Micah asked if a change order would be approved if the count of sleeved services was inaccurate. Kenneth pointed Micah to the language stating that HBH was not certifying these counts as accurate, and that the risk of utilizing this information was the Contractors. It is unlikely that a change order based upon inaccurate sleeve counts would be approved.
- Micah recommended that it may be wise to separate the quote form into two different items: one per-foot price for sleeved services, and one per-foot item for un-sleeved services. Kenneth agreed this is a good idea but would have to run this by the City to see if they agree.
 - Micah noted that he would be unlikely to assume any of the services are sleeved if the risk associated was solely theirs to bear.
- Kenneth noted that he was the original inspector of the Phase 2A project, which is the source of the count of sleeved services less than 3 years old. Kenneth is relatively certain that the sleeves were installed, but still will not certify it in any way that passes the risk from the contractor to the City.
- Micah noted that the Addendum document was only two pages long. Kenneth stated that the document that was supposed to have been sent contained attachments, and that the wrong pdf must have been sent. Kenneth stated that he would promptly send out the proper Addendum 2 with all attachments. The attachments include a list of properties with services to be replaced, a map showing locations, and a record of a phone call with Dave Danielson.
 - Micah noted that the information in the addendum that was sent seemed slim, and Kenneth noted that while the information included in the full document is helpful, the core of the provided information remains the same, as there is no certification that the count of sleeves is accurate. The main change really is the reduction in quantity in the quote form.

Answers to these questions and most comments are included in Addendum 3.

City of Detroit

Request for Competitive Quotes – Contaminated Water Services Line Replacement

In accordance with ORS 279C.412 and ORS 279C.414, the City of Detroit (“City”) is informally soliciting competitive quotes (“Quotes”) from licensed and qualified contractors to provide certain construction services for and on behalf of the City (the “Services”) as described in this Request for Competitive Quotes (this “RFQ”). Work under this contract may be funded in its entirety with federal disaster relief funds from FEMA and a partnership of local and/or private funds.

PROJECT BACKGROUND

The City of Detroit, located in Marion County, sustained severe damage from the Beachie Creek and Lionshead forest fires in September 2020. In response to federal, state, and local emergency declarations, FEMA was mobilized to provide funding assistance to affected communities to respond to fire damage, and funding has been obtained from FEMA and state agencies to perform necessary repairs and replacements. VOC sampling results received to date have indicated that approximately 20% of all water service lines in the City are contaminated to an extent that requires replacement. This project will replace all affected water service lines under the City’s jurisdiction with new lines and angle stops.

SCOPE OF WORK

The City is soliciting competitive quotes from licensed and qualified contractors to provide labor, equipment, and related construction services necessary to safely install the new water services, including, without limitation, the following work (collectively, the “Services”).:

Task 1 Water Service Installation

- a. Remove existing water services at the corp stop and abandon existing water service line and angle stop. If requested, contractor shall remove existing service lines and angle stops from the ground and present them to the City.
- b. Install new water service lines from the water main to the water meter. Installation shall include new type K copper tubing (¾”), and all labor and appurtenances required to complete the installation. New service line installation shall utilize the existing corp stop. Installation shall be consistent with City standards (incorporated herein as an attachment) and include PVC sleeves installed from the water main to the edge of pavement. Sleeves shall be adequately sized to comfortably fit service line within and may be any sort of PVC piping or conduit.

All other items required to complete the work described above shall be considered incidental to the work items listed below and shall be incorporated into the Contractor’s quote. City reserves the right to retain all removed contaminated materials, including, but not limited to piping and angle stops, for research or other purposes.

Sample results for contamination are still incoming, and the actual quantities of contaminated service line to be replaced are being estimated from received results. Actual quantities are subject to change and shall be updated to match field conditions via change order. Once final results are received, a list will be provided to the successful quoter; for the purposes of estimating installation timelines, approximately 50 services in the City are confirmed as needing replacement, and they are distributed throughout the City.

Interested contractors are responsible for and strongly encouraged to visit and inspect the site to evaluate site conditions. Direct all questions or request for clarifications/additional information to Kenneth Cannady-Shultz: HBH Consulting Engineers, Inc., 501 E First Street, Newberg, Oregon 97132, 503-554-9553, kshultz@hbh-consulting.com.

FORM OF QUOTE SUBMISSION

The following minimum requirements as to the form and manner of submitting Quotes must be strictly observed; variance from these requirements will result in rejection of the Quote as unresponsive. A contractor interested in performing the Services (or a portion of the Services) must submit a written Quote, on the quote form attached hereto as Exhibit B, containing the following information:

1. Contractor's name, CCB license number, address, contact information, and the name of the primary contact in reference to the proposal.
2. A work plan and accompanying time schedule for availability to complete the Services described under above Tasks, as applicable.
3. Contractor's estimated cost to perform the Services.
4. Prior to award of the contract, Contractor must review, sign, and submit the Required Federal Contract Clauses document included as Exhibit C.

Each contractor must sign its Quote. The quote form must be used without alteration. All blank spaces in the quote form must be filled in, in ink, or typed, in both words and figures, where required.

PREVAILING WAGES

Work under this contract is subject to the state prevailing rates of wage under ORS 279C.800 to 279C.87, but is exempt from Federal David Bacon wage rates. Prevailing wage rates for public works contracts in Oregon are required for this project. No bid will be received or considered by the Owner unless the bid contains: 1) a statement that the bidder will comply with the provisions of ORS 279C.840; 2) a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120. The federal Davis-Bacon wage rate determinations for Linn and Marion County are attached in Exhibit E. Contractor's will be required to pay the different wage rates for the work specific to each County. Oregon State Bureau of Labor and Industries (BOLI) wage rate determinations can be found at the following link <https://www.oregon.gov/boli/WHD/PWR/pages/index.aspx> and are provided in Exhibit F. Contractor's will be required to pay the high of the Federal or State prevailing wage rates.

To meet the federal funding requirements, all Contractors must be licensed, bonded, and have a current SAMs registration. Performance and Payment bonds will not be required for this work.

SUBMISSION OF QUOTES

To be considered, please submit your Quote to Kenneth Cannady-Shultz, PE, Project Engineer, via email at kshultz@hbh-consulting.com or by mail or hand delivery at the address provided below:

HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132

Please clearly label the outside of the envelope (or fill in the email subject line with) "Water Meter System Construction Services Quote." Quotes must be received by City on or before June 29, 2021, at 3:00 pm. Quotes received after the deadline date/time will not be considered. Notwithstanding anything contained in this RFQ to the contrary, if in City best interest, City reserves the right to, in accordance with Oregon law, (a) amend and/or revise this RFQ in whole or in part, (b) cancel this RFQ, (c) extend the submittal deadline for responses to this RFQ, (d) waive minor informalities and errors in such Quotes, and/or (e) reject all Quotes for any reason and/or without indicating reasons for rejection. Further, City reserves the right to seek clarification(s) from each

contractor and/or require supplemental information for any contractor. This RFQ does not obligate the City to award a contract and/or to procure the Services described herein.

INSURANCE REQUIREMENTS

The contractor(s) will be required to meet all provisions of the Agreement (defined below), including, without limitation, the following minimum levels of insurance:

1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under the Agreement. The insurance will have a combined single limit of not less than \$1,000,000, and an aggregate limit of not less than \$2,000,000. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.
2. Automobile Liability Insurance with limits of not less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.
3. Workers' Compensation Coverage. Unless exempt, the contractor will have Workers' Compensation insurance satisfying the requirements of applicable Oregon law. Workers' Compensation coverage will contain a waiver of subrogation in favor of City.

AWARD OF CONTRACT

If a contract is awarded, City will award the contract(s) to the contractor(s) whose Quote will best serve the interests of City, taking into account price as well as considerations, including, without limitation, experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors. Contractors responding to this RFQ do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Quote. City reserves the right to enter into one or more contracts concerning certain portion of the Services.

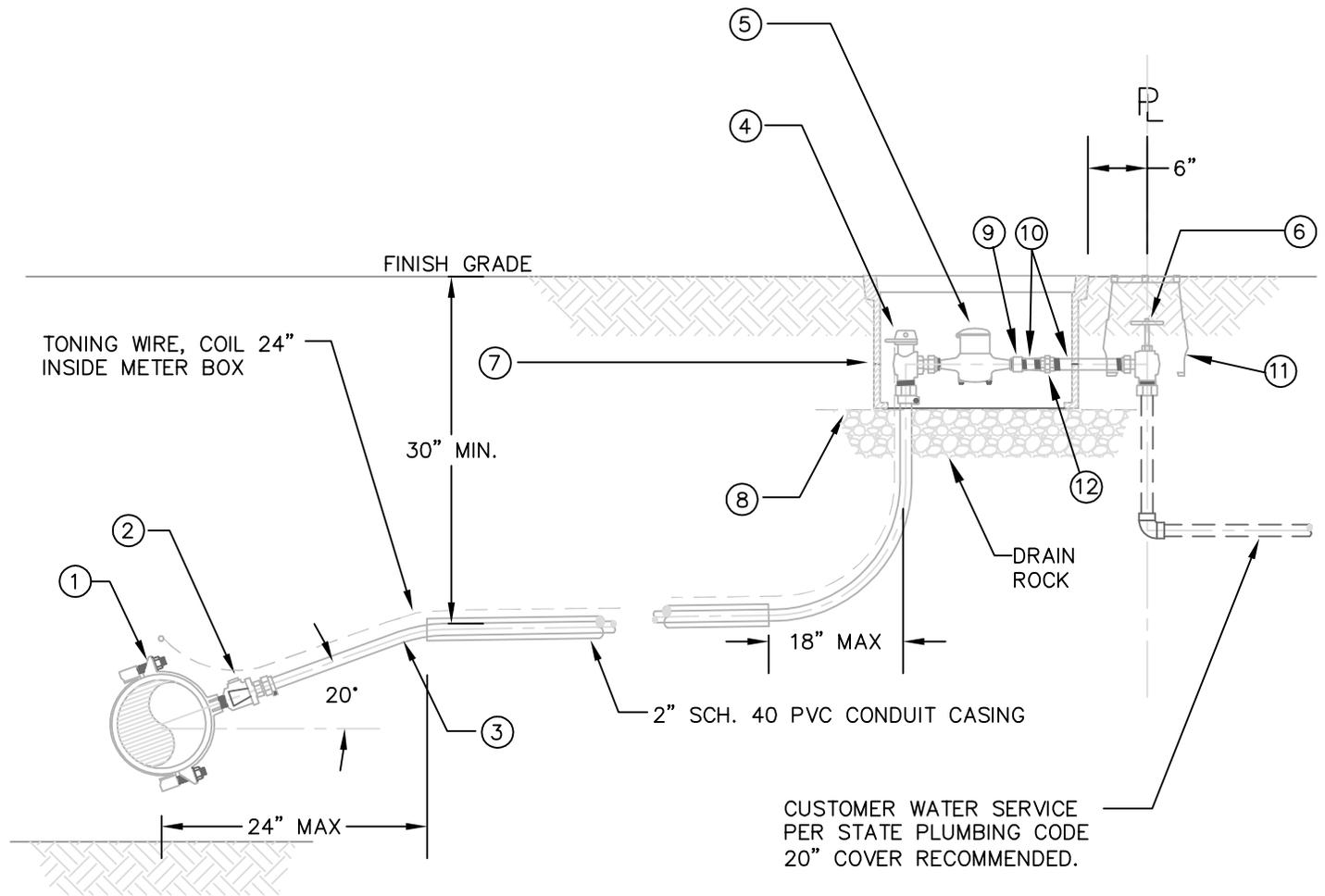
If a contract is awarded, City and the selected contractor(s) will enter into City's Construction Services Agreement. The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the Agreement will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, City's right to terminate the Agreement and/or declare a default under the Agreement, the consequences for contractor's failure to perform its obligations under the contract, and City's right to seek damages and other relief available to City under contract and applicable law. Each contractor is responsible for inspecting the project site, and confirming the project work conditions, prior to submitting a Quote.

If you have any questions regarding this RFQ, or to arrange a site visit, please contact Kenneth Cannady-Shultz by telephone (503-554-9553) or via email (kshultz@hbh-consulting.com).

Exhibit A

Detroit Water Meter Service Installation Details

(attached)



ITEM	SIZE	DESCRIPTION	SPECIFICATION
1	AS REQ'D	SADDLE	FORD/ROMAC 101BS, 3/4" FIP TAP
2	3/4"	BALL CORP. STOP	MIP x PEP PACK JOINT; FORD F1100-3, MCDONALD 4704B-22
3	3/4"	SERVICE PIPE	COPPER (TYPE K), 3/4", 160 PSI, IPS FITTING COMPATIBLE, NSF 61
4	3/4" OR 5/8"	ANGLE BALL METER VALVE	3/4" PEP PACK JOINT INLET x METER SWIVEL NUT OUTLET FORD BA43-332W OR BA43-232W, MCDONALD 4602B-22 OR 4642B-22
5	5/8" x 3/4"	WATER METER	INVENSYS SR-II, GALLON READ (CITY SUPPLIES)
6	3/4"	SERVICE VALVE ANGLE GLOBE	METER SWIVEL NUT INLET X 3/4" FIP OUTLET FORD GA13-332 (CUSTOMER SHUT-OFF, CITY SUPPLIES)
7	12"x20"x12"	METER BOX	ARMORCAST - BOX: A6000485-SA LID: A6000484-R
8	13" x 20"	FELT PAPER	90-LB FELT PAPER, ASPHALT SATURATED
9	3/4"	COUPLING	THREADED BRONZE COUPLING, SHORT
10	3/4"	NIPPLE	THREADED RED BRASS NIPPLE, LENGTH AS REQ'D
11	6" ROUND	VALVE BOX	ROUND VALVE BOX - RAINBIRD VB-6RND
12	3/4"	UNION	BRONZE UNION



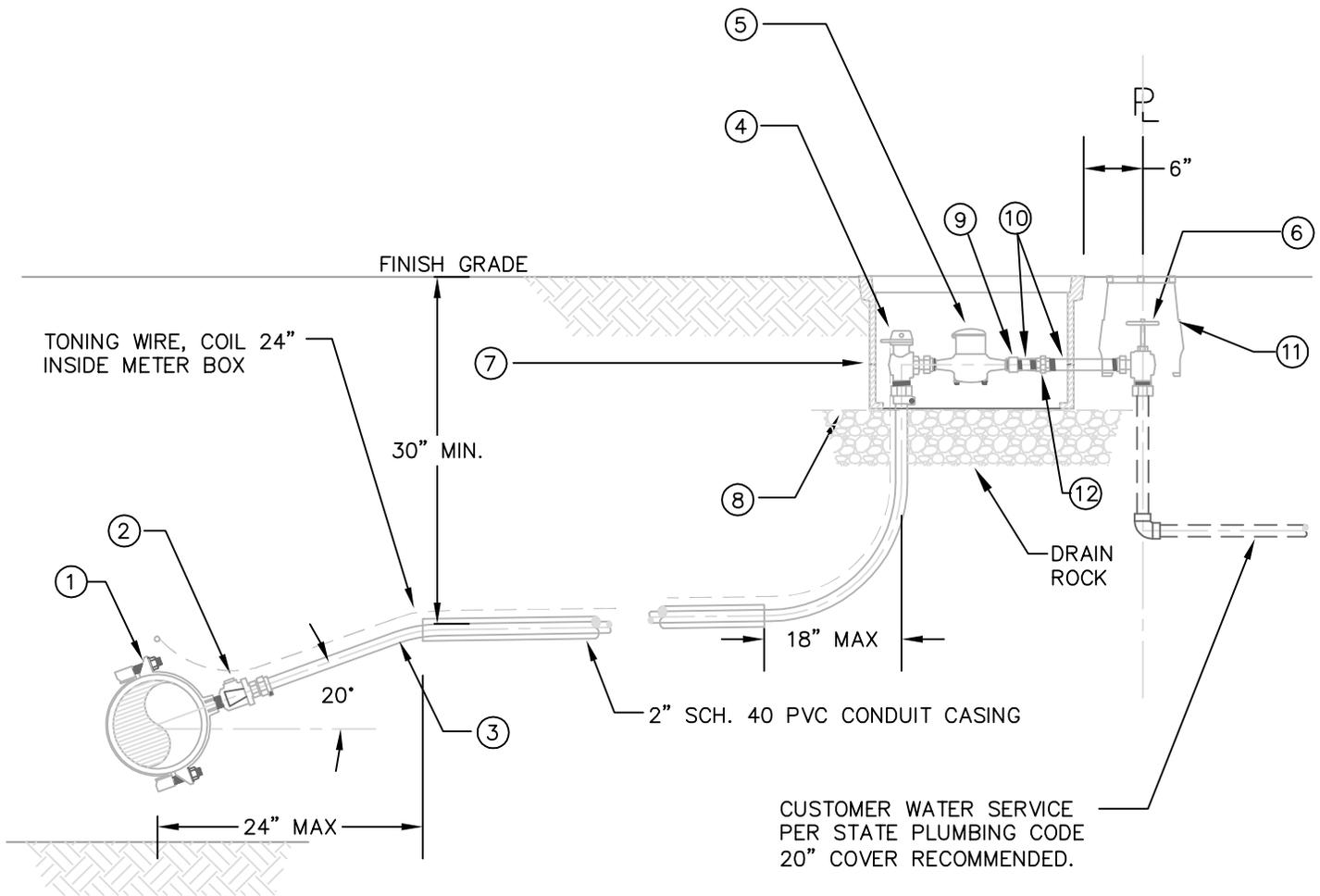
City of Detroit
 160 Detroit Avenue
 Detroit, Oregon 97342
 503.854.3496

STANDARD 3/4" WATER SERVICE CONNECTION

DETAIL NO.

W-600

October 2008



CUSTOMER WATER SERVICE
PER STATE PLUMBING CODE
20" COVER RECOMMENDED.

ITEM	SIZE	DESCRIPTION	SPECIFICATION
1	AS REQ'D	SADDLE	FORD/ROMAC 101BS, 3/4" FIP TAP
2	1"	BALL CORP. STOP	MIP x PEP PACK JOINT; FORD F1100-34, MCDONALD 4704B-22
3	1"	SERVICE PIPE	COPPER (TYPE K), 1", 160 PSI, IPS FITTING COMPATIBLE, NSF 61
4	1"	ANGLE BALL METER VALVE	PEP PACK JOINT INLET x METER SWIVEL NUT OUTLET FORD BA43-444W, MCDONALD 4602B-22
5	1"	WATER METER	INVENSYS SR-II, GALLON READ (CITY SUPPLIES)
6	1"	SERVICE VALVE ANGLE GLOBE	METER SWIVEL NUT INLET X FIP OUTLET FORD GA13-444 (CUSTOMER SHUT-OFF, CITY SUPPLIES)
7	12"x20"x12"	METER BOX	ARMORCAST- BOX: A6000485-SA LID: A6000484-R
8	13" x 20"	FELT PAPER	90-LB FELT PAPER, ASPHALT SATURATED
9	1"	COUPLING	THREADED BRONZE COUPLING, SHORT
10	1"	NIPPLE	THREADED RED BRASS NIPPLE, LENGTH AS REQ'D
11	6" ROUND	VALVE BOX	ROUND VALVE BOX - RAINBIRD VB-6RND
12	1"	UNION	BRONZE UNION



City of Detroit
160 Detroit Avenue
Detroit, Oregon 97342
503.854.3496

STANDARD 1" WATER SERVICE CONNECTION

DETAIL NO.

W-605

October 2008

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: _____

Time: _____

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: _____
Primary Contact: _____
Address: _____
City/State: _____
Telephone: _____
Email: _____
CCB #: _____

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of _____, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____.

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency:_____.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. ¾" Water Service Line Installation, **1,000 LF:**

QUOTE LF: _____ Total Dollars (\$ _____),
said amount being hereinafter referred to as the "Task 1 Quote."

TOTAL QUOTE:

TOTAL NOT TO EXCEED QUOTE: \$ _____

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
 - a) Contractor shall provide a schedule of availability to complete the work described in the RFQ.

CONTRACTOR:

[Company Name]

By: _____ Its: _____

Exhibit C
Required Federal Contract Clauses

(attached)

FEMA Contract Clauses

REMEDIES:

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

Does not apply.

TERMINATION FOR CAUSE AND CONVENIENCE:

Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule as adjusted from time by change order;
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

- B. If one or more of the events identified above occurs, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
 - 3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds in terminating for cause, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a

Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding previous provisions, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond, the termination procedures of that bond shall supersede the provisions of Paragraphs B and C.

Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Owner May Terminate for Convenience.

In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this section are not intended to preclude Contractor from making a Claim for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

EQUAL EMPLOYMENT OPPORTUNITY:

Standard: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Key Definitions.

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Required Language: 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does not apply.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

Does not apply.

DEBARMENT AND SUSPENSION:

Standard: Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

Requirements:

1. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
2. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or

“secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.

3. Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of amount.
 - c. The contract is for federally required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

Suggested Language: The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT:

This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required

certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Standard: Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal awarding agency.

Suggested Language:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS:

Standard: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, J; and 2 C.F.R. § 200.322.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Suggested Language:

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

ACCESS TO RECORDS:

Standard: All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS and FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, FEMA is prohibited from providing reimbursement to any SLTT government, or PNP organization for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Suggested Language:

Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES: FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

Standard: To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

DHS SEAL, LOGO, AND FLAGS: FEMA recommends that Applicants include a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Standard: Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

Suggested Language: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: FEMA recommends that Applicants include an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

Standard: The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

Suggested Language: "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

NO OBLIGATION BY FEDERAL GOVERNMENT: FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a

party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Standard: FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

Suggested Language: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED

ACTS: FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

Suggested Language. “The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Exhibit D

Davis-Bacon Wage Rate Determination

(attached)

"General Decision Number: OR20210016 04/02/2021

Superseded General Decision Number: OR20200016

State: Oregon

Construction Type: Residential

County: Marion County in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/12/2021
2	04/02/2021

BROR0001-013 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 28.84	10.72

CARP0001-021 06/01/2020

	Rates	Fringes
Carpenters:		
Multi Unit.....	\$ 30.74	12.58
Single Unit.....	\$ 28.30	12.58

ELEC0280-008 01/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 35.54	15.55

ENGI0701-019 01/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.90	15.35
GROUP 1A.....	\$ 48.06	15.35
GROUP 1B.....	\$ 50.22	15.35
GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; EXCAVATOR: Excavator over

130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandem scrapers, multi-engine

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/ EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: TRACKHOE/EXCAVATORS-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood

National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

 * LAB00737-006 06/01/2020

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 32.71	15.40

* LAB00737-010 06/01/2020

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 33.01	15.40
GROUP 3.....	\$ 27.56	15.40

LABORER CLASSIFICATIONS:

GROUP 2: Grade Checker; Pipelayers

GROUP 3: Traffic Flaggers

PAIN0055-019 07/01/2013

	Rates	Fringes
Painters:		
BRUSH, ROLLER AND SPRAY.....	\$ 18.59	8.83

PLAS0555-003 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.85	18.77

PLUM0290-004 04/01/2017

	Rates	Fringes
Plumbers.....	\$ 30.67	27.03

SUOR2009-014 10/16/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 16.44	7.14
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.18	7.40
ROOFER.....	\$ 12.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.91	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.00	5.95

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

Exhibit E

BOLI Wage Rate Determination

(attached)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ASBESTOS WORKER/INSULATOR

52.77 22.67

Firestop Containment **37.73 15.84**

BOILERMAKER **38.51 30.29**

BRICKLAYER/STONEMASON

41.20 21.12

(This trade is tended by "Tenders to Mason Trades")

(Add \$1.00 per hour to Fringe for Refractory repair work)

CARPENTER

Zone A (Base Rate)

Group 1	41.75	18.30
Group 2	41.91	18.30
Group 3	43.26	18.30
Group 4	Eliminated	
Group 5	42.31	18.30
Group 6	42.87	18.30

Zone Differential for Carpenters
(Add to Zone A Base Rate)

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 60 miles.

Zone E: More than 60 miles but less than 70 miles.

Zone F: More than 70 miles but less than 100 miles.

Zone G: More than 100 miles.

CARPENTER (continued)

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

Group 3
(Millwright)

Zones for Group 3 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5
(Bridge & Highway
Carpenter)

Group 6
(Piledriver)

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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CARPENTER (continued)

Welders shall receive a 5% premium per hour over their group's journeyman wage rate, with an eight (8) hour minimum.

When working with creosote and other toxic, treated wood and steel material, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Base Rate

Group 1	35.52	21.42
Group 2	36.29	21.42
Group 3	36.29	21.42
Group 4	37.05	21.42

Zone Differential for Cement Mason

(Add to Basic Hourly Rate)

Zone A	3.00 per hour
Zone B	5.00 per hour
Zone C	10.00 per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

Reference Cities for Zones A-C (Cement Mason)

Bend	Medford	Salem
Corvallis	Pendleton	The Dalles
Eugene	Portland	Vancouver

When a contractor takes current employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

CEMENT MASON (continued)

"Contractor's place of business" shall include not only contractor's principal place of business but also contractor's area office(s) that support contractor's operations in a geographical region. Such area office(s) shall not include project offices(s) established for the duration of a particular project.

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor's place of business and the project.

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	91.14	18.30
DIVER TENDER	47.14	18.30

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of the nearest reference city listed below.

Zone Differential for Diver/Diver Tender

(Add to Zone 1 Base Rate)

Zone 2	1.25 per hour
Zone 3	1.70 per hour
Zone 4	2.00 per hour
Zone 5	3.00 per hour
Zone 6	5.00 per hour
Zone 7	10.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles from the city hall of employee's home local.

See Reference Cities on Page 40

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DIVER & DIVER TENDER (continued)

Reference Cities for Diver/Diver Tender

Bend	Medford
Eugene	North Bend
Longview	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Diver Depth Pay:

<u>Depth of Dive</u>	<u>Daily Depth Pay</u>
50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 ft.

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled

<u>In the Enclosure</u>	<u>Daily Enclosure Pay</u>
0 - 25ft.	N/C
25 - 300 ft.	\$1.00 per foot from the entrance
300 - 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	50.96	15.65
Assistant Engineer (Watch Engineer, Mechanic Machinist)	47.80	15.65
Tenderman (Boatman Attending Dredge Plant) Fireman	46.31	15.65
Fill Equipment Operator	45.14	15.65
Assistant Mate	42.44	15.65

Zone Differential for Dredgers
(Add to Zone A Base Rate)

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

- Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.
- Zone B: More than 30 miles but not more than 60 miles.
- Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	42.04	18.01
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	42.04	18.01

See Zone Differential on page 41

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer
(Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone B	61-80 miles	6.00 per hour
Zone C	81-100 miles	9.00 per hour
Zone D	101 or more	12.00 per hour

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities herein listed.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

ELECTRICIAN

Area 1

Electrician	32.71	15.92
Cable Splicer	35.98	16.12

Reference Counties Area 1

Malheur

Area 2

Electrician	48.05	22.12
Cable Splicer	50.45	22.19

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

ELECTRICIAN (continued)

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3

Electrician	41.63	21.20
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Reference Counties Area 3

Coos Curry	Douglas (a) Lane (a)	Lincoln
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(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

OREGON DETERMINATION 2021-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4

Electrician	46.19	20.11
Cable Splicer	50.81	20.24
Lighting Maintenance/ Material Handlers	21.53	10.10

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Area 5

Electrician	50.35	26.78
Electrical Welder	55.39	26.93
Material Handler/ Lighting Maintenance	28.70	17.59

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6

Electrician	38.49	17.74
Lighting Maintenance and Material Handlers	18.29	10.00

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

See Shift Differential on page 43

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

	<u>Shift Differential</u>	
1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground	Add 1 ½ x the base rate
90+ feet to the ground	Add 2 x the base rate

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	55.86	40.97
	<u>Reference Counties Area 1</u>	
Baker	Umatilla	Union Wallowa

Area 2

Mechanic	57.98	42.27
	<u>Reference Counties Area 2</u>	
	All remaining Counties	

GLAZIER **42.10** **23.62**

(Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.)

(Add \$4.00 to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.)

HAZARDOUS MATERIALS HANDLER

26.03 **12.68**

HIGHWAY/PARKING STRIPER

35.87 **13.50**

Shift Differential

Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am.

IRONWORKER

Zone 1 (Base Rate): **39.10** **27.50**

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2 **5.63/hr.** or \$45.00 maximum per day
 Zone 3 **8.75/hr.** or \$70.00 maximum per day
 Zone 4 **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
 Zone 2: More than 46 miles, but less than 60 miles.
 Zone 3: More than 61 miles, but less than 100 miles.
 Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford Portland

LABORER

Zone A (Base Rate):

Group 1	31.83	15.40
Group 2	33.01	15.40
Group 3	27.56	15.40

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

See Zone Differential on page 44

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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LINE CONSTRUCTOR

Area 1

Group 1	60.28	22.11
Group 2	53.82	21.82
Group 3	30.65	13.72
Group 4	46.29	18.28
Group 5	40.37	16.12
Group 6	33.37	15.80
Group 7	18.68	11.22

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	54.57	17.87
Journeyman Lineman	49.41	17.36
Line Equip. Operator	41.09	16.45
Groundman	29.17	14.05

Reference County Area 2

Malheur County

MARBLE SETTER **42.20** **21.12**

(This trade is tended by "Tile, Terrazzo, & Marble Finishers")

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	26.56	13.51
INDUSTRIAL PAINTING	28.36	13.51
BRIDGE PAINTING	34.23	13.51

(Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for all wage classifications)

DRYWALL TAPER

Zone A (Base Rate)

40.42	17.63
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PAINTER & DRYWALL TAPER (continued)

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Dispatch Cities for Drywall Taper

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

Zone A: Projects located less than 61 miles of the respective city hall of the dispatch cities listed.
 Zone B: Projects located 61 miles to 80 miles.
 Zone C: Projects located 81 miles to 100 miles.
 Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Zone A (Base Rate)

Plasterer	38.09	18.83
Swinging Scaffold	39.09	18.83
Nozzleman	40.09	18.83

Zone Differential for Plasterer and Stucco Mason
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

See Zone Differential mileage on page 46

TRADE **HOURLY BASE RATE** **HOURLY FRINGE RATE**

TRADE **HOURLY BASE RATE** **HOURLY FRINGE RATE**

PLASTERER AND STUCCO MASON (continued)

Zone A: Projects located less than 61 miles of the respective city hall of the reference cities listed below.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

Bend	Medford	Seaside
Coos Bay	Newport	The Dalles
Eugene	Portland	
La Grande	Salem	

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 **32.00** **15.57**

Reference Counties Area 1

Baker	Harney (a)	Malheur
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(a) Except that portion which lies North and West of a North-South line drawn from the town of John Day to a point five miles east of the town of Burns and three miles South of Burns thence on an airline through the town of Wagontire West to the county line.

(Add \$2.21 to base rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more)

Zone Differential for Area 1
Plumbers/Pipefitters/Steamfitters
(Add to Base Rate)

Zone 1	2.50 per hour
Zone 2	3.50 per hour
Zone 3	5.00 per hour

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.

Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.

Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

There shall be a maximum of ten (10) hours of zone pay per workday.

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Area 2 **52.20** **32.50**

Reference Counties Area 2

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2
(Add to Base Rate)

Zone 2 **10.62/hr.** not to exceed \$80.00 day.

Zone mileage based on road miles:

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for 1 hour minimum increments)

Area 3 **47.43** **32.73**

Reference Counties Area 3

Benton	Deschutes	Klamath	Polk
Clackamas	Douglas	Lake	Sherman
Clatsop	Gilliam	Lane	Tillamook
Columbia	Hood River	Lincoln	Wasco
Coos	Jackson	Linn	Washington
Crook	Jefferson	Marion	Wheeler
Curry	Josephine	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	48.90	15.85
Group 1A	51.06	15.85
Group 1B	53.22	15.85
Group 2	46.99	15.85
Group 3	45.84	15.85
Group 4	43.26	15.85
Group 5	42.02	15.85
Group 6	38.80	15.85

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

See Zone Differential on page 47

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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POWER EQUIPMENT OPERATOR (continued)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

(Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment)

(Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable)

(Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation)

Shift Differential

Two-Shift Operations:

On a two shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

Zone Pay Differential for Power Equipment Operator
(Add to Zone 1 Base Rate)

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

See map on page 51 for Zone 1 of this classification

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

OREGON DETERMINATION 2021-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ROOFER

Area 1

Rofer	36.23	19.77
Handling coal tar pitch	39.85	19.77
Remove fiberglass insulation	39.85	19.77

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

Area 2

Rofer	30.87	16.04
Handling coal tar pitch	32.87	16.04
Remove fiberglass insulation	32.37	16.04

Reference Counties Area 2

Benton	Douglas	Lake	Marion
Coos	Harney	Lane	Polk
Crook	Jackson	Lincoln	Yamhill
Curry	Josephine	Linn	
Deschutes	Klamath	Malheur	

Area 4

Roofers	28.68	13.26
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Reference Counties Area 4

Umatilla	Union	Wallowa
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(Add \$2.25 to basic hourly rate for employees working with irritable bituminous materials)

(Add \$2.00 to basic hourly rate for employees removing fiberglass insulation)

Area 5

Roofers	28.85	13.06
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Reference County for Area 5

Morrow

(Add \$3.25 to base rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

42.30	23.13
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Reference Counties Area 1

Benton	Grant	Multnomah	Washington
Clackamas	Hood River	Polk	Wheeler
Clatsop	Lincoln	Sherman	Yamhill
Columbia	Linn	Tillamook	
Gilliam	Marion	Wasco	

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 2

28.00	19.54
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Reference Counties Area 2

Baker	Malheur
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(Add \$2.21 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3

41.35	22.12
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Reference Counties Area 3

Morrow	Umatilla	Union	Wallowa
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(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4

34.98	20.79
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Reference Counties Area 4

Douglas	Lane
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(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

35.35 19.36

(This trade is tended by "Tile, Terrazzo, & Marble Finisher")

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

26.94 14.11

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

26.94 14.24

(Add \$1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate)

Group 1	29.33	16.35
Group 2	29.46	16.35
Group 3	29.60	16.35
Group 4	29.89	16.35
Group 5	30.13	16.35
Group 6	30.31	16.35
Group 7	30.53	16.35

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

Zone B	.65 per hour
Zone C	1.15 per hour
Zone D	1.70 per hour
Zone E	2.75 per hour

TRUCK DRIVER (continued)

Zone A: Projects within 30 miles of the cities listed.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 80 miles.
 Zone E: More than 80 miles.

Reference Cities

Albany	Eugene	Madras	Reedsport
Astoria	Goldendale	Medford	Roseburg
Baker	Grants Pass	McMinnville	Salem
Bend	Hermiston	Newport	The Dalles
Bingen	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Oregon City	Vancouver
Burns	LaGrande	Pendleton	
Coos Bay	Lakeview	Portland	
Corvallis	Longview	Port Orford	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

City of Detroit

Request for Competitive Quotes – Contaminated Water Services Line Replacement

In accordance with ORS 279C.412 and ORS 279C.414, the City of Detroit ("City") is informally soliciting competitive quotes ("Quotes") from licensed and qualified contractors to provide certain construction services for and on behalf of the City (the "Services") as described in this Request for Competitive Quotes (this "RFQ"). Work under this contract may be funded in its entirety with federal disaster relief funds from FEMA and a partnership of local and/or private funds.

PROJECT BACKGROUND

The City of Detroit, located in Marion County, sustained severe damage from the Beachie Creek and Lionshead forest fires in September 2020. In response to federal, state, and local emergency declarations, FEMA was mobilized to provide funding assistance to affected communities to respond to fire damage, and funding has been obtained from FEMA and state agencies to perform necessary repairs and replacements. VOC sampling results received to date have indicated that approximately 20% of all water service lines in the City are contaminated to an extent that requires replacement. This project will replace all affected water service lines under the City's jurisdiction with new lines and angle stops.

SCOPE OF WORK

The City is soliciting competitive quotes from licensed and qualified contractors to provide labor, equipment, and related construction services necessary to safely install the new water services, including, without limitation, the following work (collectively, the "Services"):

Task 1 Water Service Installation

- a. Remove existing water services at the corp stop and abandon existing water service line and angle stop. If requested, contractor shall remove existing service lines and angle stops from the ground and present them to the City.
- b. Install new water service lines from the water main to the water meter. Installation shall include new type K copper tubing (¾"), and all labor and appurtenances required to complete the installation. New service line installation shall utilize the existing corp stop. Installation shall be consistent with City standards (incorporated herein as an attachment) and include PVC sleeves installed from the water main to the edge of pavement. Sleeves shall be adequately sized to comfortably fit service line within and may be any sort of PVC piping or conduit.

All other items required to complete the work described above shall be considered incidental to the work items listed below and shall be incorporated into the Contractor's quote. City reserves the right to retain all removed contaminated materials, including, but not limited to piping and angle stops, for research or other purposes.

Sample results for contamination are still incoming, and the actual quantities of contaminated service line to be replaced are being estimated from received results. Actual quantities are subject to change and shall be updated to match field conditions via change order. Once final results are received, a list will be provided to the successful quoter; for the purposes of estimating installation timelines, approximately 50 services in the City are confirmed as needing replacement, and they are distributed throughout the City.

Interested contractors are responsible for and strongly encouraged to visit and inspect the site to evaluate site conditions. Direct all questions or request for clarifications/additional information to Kenneth Cannady-Shultz: HBH Consulting Engineers, Inc., 501 E First Street, Newberg, Oregon 97132, 503-554-9553, kshultz@hbh-consulting.com.

From: Kenny Cannady-Shultz kshultz@hbh-consulting.com 
Subject: Addendum to RFQ
Date: June 25, 2021 at 9:54 AM
To:
Cc: Rob Henry rhenry@hbh-consulting.com, Matt Del Moro mdlmoro@hbh-consulting.com



Quoters,

One of the contractors I sent the RFQ asked a question that merited an Addendum, which I have attached to this email. Given the late notice on this Addendum, I have extended the deadline one day to June 30, 2021. The essential information is below:

CLARIFICATIONS

1. The list of services needing replacement is being finalized; the approximate count of services to replace is 45.
2. Re-surfacing is considered incidental to the bid. Approximately 35 of the locations are asphalt paved, and 10 are gravel paved. A clean saw-cut edge will be expected for the asphalt restoration. Appropriate assumptions for asphalt estimation include:
 - a. An average length per patch of approximately 15 feet.
 - b. An average width per patch of approximately 3 feet.
 - c. An average depth of asphalt of 3-inches.
3. There will be no pre-bid meeting. It is recommended that proposers visit the site themselves. HBH personnel can be made available to answer questions on site upon request. HBH will provide a list of questions and answers addressed at these meetings to all quoters.

If anyone has further questions, feel free to reach out.

Kenneth R Cannady-Shultz, MS, PE

Project Engineer

HBH Consulting Engineers, Inc.

501 E First Street | Newberg, OR 97132

main: 503-554-8553 | fax: 503-537-2554 | cell: 503-910-2817 (Thurs)

email: kshultz@hbh-consulting.com

www.hbh-consulting.com



City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
June 25, 2021

ADDENDUM NO. 1

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

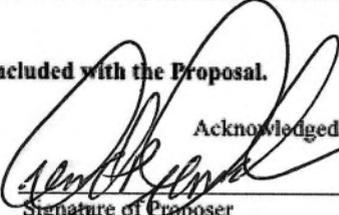
CHANGE IN PROPOSAL QUOTE FORM

Due for quotes moved to June 30, 2021.

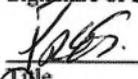
CLARIFICATIONS

1. The list of services needing replacement is being finalized; the approximate count of services to replace is 45.
2. Re-surfacing is considered incidental to the bid. Approximately 35 of the locations are asphalt paved, and approximately 10 are gravel paved. A clean saw-cut edge will be expected for the asphalt restoration. Appropriate assumptions for asphalt estimation include:
 - a. An average length per patch of approximately 15 feet.
 - b. An average width per patch of approximately 3 feet.
 - c. An average depth of asphalt of 3-inches.
3. There will be no pre-bid meeting. It is recommended that proposers visit the site themselves. HBH personnel can be made available to answer questions on site upon request. HBH will provide a list of questions and answers addressed at these meetings to all quoters.

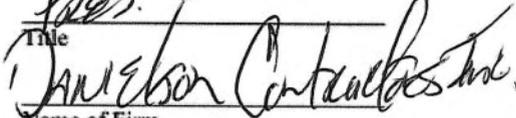
This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By: 

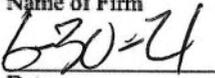
Signature of Proposer



Title



Name of Firm



Date

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: 6-30-21

Time: 4:46 PM

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: Danielson Contractors Inc
Primary Contact: DAVE DANIELSON
Address: 5107 SE 99th
City/State: Portland OR
Telephone: 503 514 5135
Email: ddanielson7@msw.com
CCB #: 151125

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of OREGON or a ~~sole~~ Proprietorship, a Partnership, or Joint Venture consisting of DAVID DANIELSON / DONALD DANIELSON
Danielson

Exhibit C

Required Federal Contract Clauses

(attached)

FEMA Contract Clauses

REMEDIES:

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

Does not apply.

TERMINATION FOR CAUSE AND CONVENIENCE:

Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule as adjusted from time by change order;
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified above occurs, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds in terminating for cause, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a



Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding previous provisions, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond, the termination procedures of that bond shall supersede the provisions of Paragraphs B and C.

Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such



suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Owner May Terminate for Convenience.

In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this section are not intended to preclude Contractor from making a Claim for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

EQUAL EMPLOYMENT OPPORTUNITY:

Standard: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Key Definitions.

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

3


Required Language: 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a smaller, less distinct signature.

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

5


[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: OREGON.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. ¾" Water Service Line Installation, 1,000 LF:

QUOTE LF: 71.28 SEVENTY ONE ¹²⁸/₁₀₀ FT Total Dollars (\$ 71,287.60)
said amount being hereinafter referred to as the "Task 1 Quote."

TOTAL QUOTE:

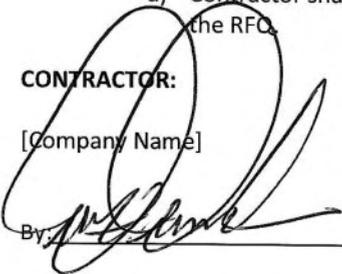
TOTAL NOT TO EXCEED QUOTE: \$ SEVENTY ONE THOUSAND TWO HUNDRED EIGHTY SEVEN ⁶⁰/₁₀₀

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
- a) Contractor shall provide a schedule of availability to complete the work described in the RFO.

CONTRACTOR:

[Company Name]

By: 

Its: President



501 E First Street
Newberg, Oregon 97132
phone 503-554-9553
fax 503-537-9554

August 18, 2021

City of Detroit
PO Box 589
Detroit, OR 97342

Attn: Chris Eppley, Interim City Manager

Re: STAFF REPORT
Contaminated Water Service Line Replacement Quote Evaluation

Dear Chris,

The original Request for Quotes (RFQ) for the replacement of water service laterals contaminated during the September 2020 wildfire was issued on June 18, 2021. The RFQ stated quotes were due on or before June 29, 2021, at 3:00 PM. Four quotes were received one each from Danielson Contractors Inc, Olson LLC, R&G Excavation, and Pacific Excavation. At the time quotes were received, Danielson Contractors was the apparent low quote. A Notice of Intent to Award was issued to Danielson Contractors on July 1, 2021. Following a seven-day protest period, a Notice of Award was issued on July 9, 2021, to Danielson Contractors. During the August 3rd Council meeting the City Council raised questions about Danielson Contractors. At the August 6th Special Council Meeting, the City Council voted to reopen the RFQ and issue clarifications about the project to all quoting contractors and to extend the deadline to submit revised quotes. Addendums 2 and 3 were issued to provide additional clarification to contractors and extended the quote deadline to August 17, 2021. This Staff Report is intended to serve as a summary of quotes received and will provide a recommendation to City Council for the award of the Contaminated Water Service Line Replacement Contract.

Summary of Quotes Received

By 3 PM PST on August 17, 2021, Olson LLC and R&G Excavation had submitted quotes for the replacement of contaminated water service lines. Shortly after 4 PM, HBH was notified by Chris Eppley that Danielson Contractors had contacted City and notified City personnel they wished for their prior quote to stand as their current quote. Due to questions surrounding the quote submitted by Danielson Contractors as well as the prior awarded contract to Danielson Contractors prior to the issuance of Addendums 2 and 3, HBH will not provide a recommendation relating to the quote submitted by Danielson Contractors.

HBH considers this to extend beyond providing an engineering recommendation and would fall under providing legal council on the validity of the quote submitted by Danielson Contractors. HBH recommends the City obtain legal counsel regarding the validity of the quote and earlier award to Danielson Contractors. This Staff Report does not serve as a recommendation for or against Danielson Contractors. Additionally, this recommendation is only meant to serve as an evaluation of quotes submitted on August 17, 2021 and is not intended to provide a recommendation to council regarding the prior award of the contract.

Quotes submitted by Olson LLC as well as R&G Excavating on August 17 appear to be both complete and responsive.

Method of Evaluating Quotes

The Addendum 2 provided further criteria for how the RFQ would be awarded to responsive contractors. The addendum stated that quotes would be scored based on a weighted average combining both schedule and pricing with price making up 49% of the award criteria and schedule making up the remaining 51% with a maximum possible score of 100. The scoring based on schedule was further defined as a combination of anticipated start date as well as construction duration.

Evaluation of Price

R&G Excavating submitted a quote totaling \$87,920 while Olson LLC submitted a quote of \$93,620, for a difference of \$5,700 between the two quotes evaluated in this letter. Both quotes seem fair and reasonable. R&G Excavating submitted unit prices for service line installation lower than those submitted by Olson LLC while Olson LLC submitted a lower unit price for Asphalt Trench Patch. Due to the overall price submitted, it is recommended to give a maximum score of 49 points to R&G Excavating. The quote submitted by Olson LLC was \$5,700 higher than the quote submitted by R&G Excavating, representing an approximate price increase of 6.5%. The price score for Olson LLC is reduced to 46 points, as follows:

R&G Excavating:	$49 \text{ pts} \times (\$87,920/\$87,920) = 49 \text{ pts}$
Olson LLC:	$49 \text{ pts} \times (\$87,920/\$93,620) = 46 \text{ pts}$

Evaluation of Schedule

Olson LLC submitted a proposed schedule stating they could begin work within one week of the date of an executed contract. They continued on to state the project would take approximately 15 workdays to complete plus two days of pavement restoration if needed. This yields a total of 28 calendar days to install all service laterals and an additional two to four calendar days to complete trench patching (depending on scheduling). The Contractor did not specify whether or not trench patch work would be completed immediately upon completion of the service lateral work and this is likely dependent upon paving contractor's schedules.

R&G Excavating included a work schedule stating they would begin installing service laterals within two weeks of formal notice of acceptance and notice to proceed. They further stated their crews could complete the project within five weeks once the pipe is delivered. This yields a total of seven weeks from the date of executed contracts and the notice to proceed before the work is completed. R&G does not separate out the time to complete trench patch work from their overall schedule so it is assumed that trench patching will fall within this seven-week time period. The total proposed time of construction of the project is 49 calendar days.

Due to Olson LLC submitting a schedule breaking out days to complete trench patching from the overall project schedule, it is difficult to compare the schedules of Olson LLC and R&G Excavating. However, this project is considered emergency work as there is an element of human health and safety at stake due to the contaminated service laterals. Therefore, high priority will be given to contractors completing the service lateral pipe replacement more rapidly.

No information is listed in the RFQ for required contract days; therefore, the schedule days will be evaluated in relation to each other. Olson LLC will be awarded the maximum score of 51 points due to their ability to

complete the work the fastest. R&G Excavating proposed a schedule that is 53% longer than the schedule proposed by Olson LLC. R&G Excavating is awarded 33.3 points, as follows:

R&G Excavating: $51 \text{ pts} \times (32 \text{ days}/49 \text{ days}) = 33.3 \text{ pts}$
Olson LLC: $51 \text{ pts} \times (32 \text{ days}/32 \text{ days}) = 51 \text{ pts}$

Recommendation Based on Point Totals

The overall score for Olson LLC is 97 points while the score for R&G Excavating is 82.3 points:

	<u>Cost +</u>	<u>Schedule</u>	<u>= Total</u>
R&G Excavating:	49 pts	33.3 pts	82.3 pts
Olson LLC:	46 pts	51 pts	97 pts

Therefore, it is recommended to award the contract to Olson LLC.

However, it is noted that under this RFQ Contractors had the ability to propose their own schedule. This notes the possibility of a contractor to propose an overly aggressive schedule. It is recommended that any agreement use the schedules provided as a means of allowable days to achieve substantial completion. It is recommended that the substantial completion contract time be the proposed schedule plus 20 percent. This means that Olson LLC would be awarded the contract with 34 days (28 days x 1.2) to achieve substantial completion. While R&G would be afforded 60 days (49 days x 1.2) to achieve substantial completion. Substantial completion would be defined as the days to complete the complete installation of water service laterals but would not include the date for asphalt trench patching to be completed.

The City should ensure the recommended contractor is agreeable to these terms. Any adjustments to these terms may impact the overall scoring and recommended award of this contract.

Sincerely,
HBH Consulting Engineers, Inc.

Robert M. Henry, PE
Principal Engineer

Olson LLC
PO Box 907
Newberg OR 97132

City of Detroit c/o HBH Consulting Engineers

Kenneth Cannady-Schultz, PE

501 E First Street

Newberg OR 97132

6-20-2021

RE: Contractor Availability for replacement of service line in Detroit

Olson LLC is available and has manpower to complete the quoted project as required. Our current workload is flexible in scheduling, so we would be able to start this project within a week of signing contracts. We expect the project to take approximately 15 work days to complete, plus two days of pavement restoration if needed. Our hope would be to bore as many of the services as possible to minimize the cleanup and restoration needed.

We look forward to hearing from you, Thanks for your consideration.



Micah Olson

Olson LLC

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
June 25, 2021

ADDENDUM NO. 1

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

Due for quotes moved to June 30, 2021.

CLARIFICATIONS

1. The list of services needing replacement is being finalized; the approximate count of services to replace is 45.
2. Re-surfacing is considered incidental to the bid. Approximately 35 of the locations are asphalt paved, and approximately 10 are gravel paved. A clean saw-cut edge will be expected for the asphalt restoration. Appropriate assumptions for asphalt estimation include:
 - a. An average length per patch of approximately 15 feet.
 - b. An average width per patch of approximately 3 feet.
 - c. An average depth of asphalt of 3-inches.
3. There will be no pre-bid meeting. It is recommended that proposers visit the site themselves. HBH personnel can be made available to answer questions on site upon request. HBH will provide a list of questions and answers addressed at these meetings to all quoters.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:


Signature of Proposer

MANAGING MEMBER
Title

OLSON LLC
Name of Firm

8/16/21
Date

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 6, 2021

ADDENDUM NO. 2

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

1. Due date for quotes moved to August 13, 2021.
2. Updated total quantity of anticipated Type K copper service line from 1000 LF to 660 LF. An updated quote submission form is included by reference herein.
3. List of Services to be replaced and map included by reference herein.
4. Summary of questions asked by Danielson on 8/6/2021 via phone at 2:35 PM included by reference herein.

CLARIFICATIONS

1. This RFQ is soliciting quotes in accordance with the intermediate procurement process. The maximum contract amount that can be awarded under this process is \$150,000. If all quotes come in above this amount, the City must reject all quotes and advertise the project for closed bids.
2. The total number of services to be replaced is 44.
3. The contract will be awarded according to both price and schedule.
4. All service lines installed within the last 3 years are known to be installed in PVC sleeves. These sleeves begin within two feet of the water main and end a minimum of 1' beyond the edge of pavement on long side services. Most short side services do not contain these sleeves, and it is assumed most service lines older than 3-years are not in sleeves.
 - a. HBH staff have reviewed the list included with this addendum and have found that 15 of the services on the attached list are likely in sleeves. All of these were installed as part of the Phase 2A Water System Improvement Project. 9 additional potential sleeved services were installed in older parts of the distribution system. These water lines were installed in the early 2000's and may be in sleeves. The remaining 20 services are almost certainly not in sleeves. These totals are based upon the best information available, but the accuracy of these totals are not guaranteed.
5. **Full resubmission of all documents stated in the RFQ will be required for a quote to be considered complete.** A complete resubmission contains the following:
 - a. Updated Quote form fully filled out.
 - b. Written schedule indicating available to begin and complete work
 - c. Addenda 1&2
6. This job will require payment and performance bonds in the amount of 100% of the quoted price. The cost of these bonds is to be included in the quoted price.

7. A 1-year warranty period will be included as part of this job. This warranty will exclude factors beyond the contractor's control, such as the continued presence of VOC contamination after the work is complete.
8. No follow up testing will be performed to ensure that new service lines are free of VOC contamination.
9. Corp stops are to be re-used as the connection point for the replacement services to the water main. Meter stops are to be replaced, with the cost of these parts to be included in the quoted price.
10. Informalities will not be waived in this RFQ, and late submissions will not be accepted.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:


Signature of Proposer

MANAGING MEMBER
Title

OLSON LLC
Name of Firm

8/16/21
Date

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 9, 2021

ADDENDUM NO. 3

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum **shall be signed and included** with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

1. Due date changed to August 17, 2021.
2. Scope of work included in RFQ is replaced in its entirety with the scope of work document included as part of this addendum.
3. Updated quote form included by reference herein.
4. Summary of questions asked by Olson on 8/6/2021 via phone at 5:09 PM included by reference herein.

CLARIFICATIONS

1. The quote form included with this addendum must be used to prepare quotes. Any other formats or previous quote forms will not be accepted.
2. The purpose of Addenda 2 and 3 are to provide all quoters with an opportunity to review more complete information and update their quotes based upon better information.
3. All original quoters, including the previous selected quoter, are being asked to update their quotes.
4. Quotes will be scored according to the following criteria: 49% price, 51% schedule, maximum score of 100. The schedule score is based on start date and anticipated project duration in equal parts. The scores and quote prices of all quoters will be available upon request after all quotes have been received and reviewed.
5. Date and time informalities will not be waived, and quotes that are not deemed complete by the due date/time will not be reviewed. Early submissions will be reviewed, and quoter informed of any errors noted that would affect completeness. So long as the noted errors are corrected by the due date/time, the quote will be reviewed.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:

Milo Olson

Signature of Proposer

MANAGING MEMBER

Title

OLSON LLC

Name of Firm

8/16/21

Date

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: 8/17/21

Time: 9:00 am

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: OLSON LLC
Primary Contact: MICAH OLSON
Address: PO BOX 907
City/State: NEWBERG OR 97132
Telephone: 771 563 3128
Email: micah@olsonllc.com
CCB #: 164970

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of OREGON, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: _____.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. $\frac{3}{4}$ " Water Service Line Installation (sleeve), **320 LF:**

QUOTE LF: \$ 81.75 Total Dollars (\$ 26,160.00),
said amount being hereinafter referred to as the "Task 1 Quote."

QUOTE – TASK 2:

1. $\frac{3}{4}$ " Water Service Line Installation (no sleeve), **340 LF:**

QUOTE LF: \$ 170.00 Total Dollars (\$ 57,800.00),
said amount being hereinafter referred to as the "Task 2 Quote."

QUOTE – TASK 3:

1. Level 2 Hot Mix Asphalt Trench Patch, **30 Ton:**

QUOTE TON: \$ 322.00 Total Dollars (\$ ~~9660.00~~),
said amount being hereinafter referred to as the "Task 3 Quote." \$ 9660.00

TOTAL QUOTE:

TOTAL NOT TO EXCEED QUOTE: \$ 93,620.00

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
- a) Contractor shall provide a schedule of availability to complete the work described in the RFQ including availability to begin and anticipated duration.

CONTRACTOR:

OLSON LLC
[Company Name]

By:  Its: MANAGING MEMBER

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 9, 2021

ADDENDUM NO. 3

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

1. Due date changed to August 17, 2021.
2. Scope of work included in RFQ is replaced in its entirety with the scope of work document included as part of this addendum.
3. Updated quote form included by reference herein.
4. Summary of questions asked by Olson on 8/6/2021 via phone at 5:09 PM included by reference herein.

CLARIFICATIONS

1. The quote form included with this addendum must be used to prepare quotes. Any other formats or previous quote forms will not be accepted.
2. The purpose of Addenda 2 and 3 are to provide all quoters with an opportunity to review more complete information and update their quotes based upon better information.
3. All original quoters, including the previous selected quoter, are being asked to update their quotes.
4. Quotes will be scored according to the following criteria: 49% price, 51% schedule, maximum score of 100. The schedule score is based on start date and anticipated project duration in equal parts. The scores and quote prices of all quoters will be available upon request after all quotes have been received and reviewed.
5. Date and time informalities will not be waived, and quotes that are not deemed complete by the due date/time will not be reviewed. Early submissions will be reviewed, and quoter informed of any errors noted that would affect completeness. So long as the noted errors are corrected by the due date/time, the quote will be reviewed.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:

[Handwritten Signature]
Signature of Proposer

President
Title

RTG Excavating Inc
Name of Firm

August 17, 2021
Date

SCOPE OF WORK

The City is soliciting competitive quotes from licensed and qualified contractors to provide labor, equipment, and related construction services necessary to safely install the new water services, including, without limitation, the following work (collectively, the "Services").:

Task 1 Sleeved Water Service Installation

- a. Remove existing water services at the corp stop and abandon existing water service line and angle stop. If requested, contractor shall remove existing service lines and angle stops from the ground and present them to the City.
- b. Install new water service lines from the water main to the water meter utilizing existing PVC sleeve. Installation shall include new type K copper tubing ($\frac{3}{4}$ "), new angle stop, and all labor and appurtenances required to complete the installation. New service line installation shall utilize the existing corp stop. New service line shall be pulled through existing PVC sleeve under the pavement, so pavement cutting should be kept to the minimum extent necessary to access both ends of the PVC sleeve, and damage to the asphalt minimized. Installation shall be consistent with City standards (incorporated herein as an attachment).
- c. Restore surface to existing conditions (asphalt excluded, see Task 3). When working in dirt or graveled areas, utilize Lignin to control dust (per Marion County Standards).

Task 2 Standard Water Service Installation

- a. Remove existing water services at the corp stop and abandon existing water service line and angle stop. If requested, contractor shall remove existing service lines and angle stops from the ground and present them to the City.
- b. Install new water service lines from the water main to the water meter. Installation shall include new type K copper tubing ($\frac{3}{4}$ "), new angle stop, and all labor and appurtenances required to complete the installation. New service line installation shall utilize the existing corp stop. No PVC sleeve exists for these services, so normal installation methods (i.e. open trenching) shall be utilized for installing these services. Installation shall be consistent with City standards (incorporated herein as an attachment) and include PVC sleeves installed from the water main to the edge of pavement. Sleeves shall be adequately sized to comfortably fit service line within and may be any sort of PVC piping or conduit.
- c. Restore surface to existing conditions (asphalt excluded, see Task 3). When working in dirt or graveled areas, utilize Lignin to control dust (per Marion County Standards).

Task 3 Asphalt Trench Patching

All asphalt necessary to restore asphalt to prior conditions shall be paid under this task. Each task will have slightly different surface repairs associated with them, which are summarized below:

1. Task 1 services will require patching of the asphalt window required to access the end of the sleeve that is nearest to the water main.
2. Task 2 services will require patching of any asphalt trenches that are cut to lay the new water service.

Asphalt paving materials and base shall conform to the current Oregon Standard Specifications for Construction (OSSC), sections 00641, 00730, and 00744, and any other sections that are applicable. Level 2 asphalt mixes shall be utilized. Asphalt trench patches shall be 4" compacted depth or shall match existing pavement depth, whichever is lesser, and all seams shall be sand sealed. Paving shall be completed in a workman like manner consistent with applicable OSSC sections and be neat and level when finished.

A "T-cut" to 12" beyond edge of trench will be required prior to paving, and compaction of the aggregate base to 95% compaction, with one compaction test per service required (to be paid for by contractor and included in the price of this task).

It is assumed that all Task 1 Services are under asphalt, and that a window will need to be cut into the asphalt and then patched back over. It is assumed that approximately 11 of the Task 2 services will require trench excavation and patching.

All other items required to complete the work described in the 3 above items shall be considered incidental to the work items listed below and shall be incorporated into the Contractor's quote. Saw cutting shall be considered incidental, with the trench/window sawcuts to be included in Task 1 or 2 (as applicable) and the "T-Cuts" to be included in Task 3. City reserves the right to retain all removed contaminated materials, including, but not limited to piping and angle stops, for research or other purposes.

A list of service locations is included as part of this RFQ. The contractor is encouraged to review the list, which includes 44 services. The exact count of sleeved and un-sleeved services is not known, but it is assumed that 16 services will be installed under Task 1, and the remaining 28 installed under Task 2.

Interested contractors are responsible for and strongly encouraged to visit and inspect the site to evaluate site conditions. Direct all questions or request for clarifications/additional information to Kenneth Cannady-Shultz: HBH Consulting Engineers, Inc., 501 E First Street, Newberg, Oregon 97132, 503-554-9553, kshultz@hbh-consulting.com.

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: 8/17/2021

Time: 8:30 am

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: RdG Excavating Inc
Primary Contact: Gary Zellner
Address: 39300 Montgomery Dr
City/State: Scio OR
Telephone: 503 394 2190
Email: glinda@rgexcavating.com
CCB #: 65135

Operating as (strike out conditions that do not apply) ~~an individual, a Limited Liability Company,~~ a Corporation, organized and existing under the law of the State of Oregon, ~~or a Sole Proprietorship, a Partnership, or Joint Venture consisting of~~ _____

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: _____.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. ¾" Water Service Line Installation (sleeve), **320 LF:**

QUOTE LF: 71⁰⁰ Total Dollars (\$ 22,720⁰⁰),
said amount being hereinafter referred to as the "Task 1 Quote."

QUOTE – TASK 2:

1. ¾" Water Service Line Installation (no sleeve), **340 LF:**

QUOTE LF: 145⁰⁰ Total Dollars (\$ 49,300⁰⁰),
said amount being hereinafter referred to as the "Task 2 Quote."

QUOTE – TASK 3:

1. Level 2 Hot Mix Asphalt Trench Patch, **30 Ton:**

QUOTE TON: 530⁰⁰ Total Dollars (\$ 15,900⁰⁰),
said amount being hereinafter referred to as the "Task 3 Quote."

TOTAL QUOTE:

TOTAL NOT TO EXCEED QUOTE: \$ 87,920⁰⁰

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
- a) Contractor shall provide a schedule of availability to complete the work described in the RFQ including availability to begin and anticipated duration.

CONTRACTOR:

R&G Excavating Inc
[Company Name]

By: [Signature] Its: President

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 6, 2021

Summary of Questions Asked

Micah Olson of Olson LLC contacted Kenneth Cannady-Shultz of HBH Consulting Engineers, Inc at 5:09 PM on August 6, 2021. Below is a summary of questions that were asked.

- Micah asked what the reason for this requested resubmission was. Kenneth stated that the Detroit City Council was concerned that the information contained in the addendum was not known by all quoters and wanted updated quotes from all parties with that information explicitly stated.
- Micah noted that he already knew about the services being in sleeves but choose not to include them in his original quote because of the associated uncertainty. If the sleeves were there, it would be helpful; however, if not, Micah would lose money and time. He deemed it was best to assume none were sleeved.
- Micah asked if Danielson Contractors, Inc. was planning on resubmitting. Kenneth stated that the updated clarification was sent to them, and presumably they would resubmit.
- Micah asked if a change order would be approved if the count of sleeved services was inaccurate. Kenneth pointed Micah to the language stating that HBH was not certifying these counts as accurate, and that the risk of utilizing this information was the Contractors. It is unlikely that a change order based upon inaccurate sleeve counts would be approved.
- Micah recommended that it may be wise to separate the quote form into two different items: one per-foot price for sleeved services, and one per-foot item for un-sleeved services. Kenneth agreed this is a good idea but would have to run this by the City to see if they agree.
 - Micah noted that he would be unlikely to assume any of the services are sleeved if the risk associated was solely theirs to bear.
- Kenneth noted that he was the original inspector of the Phase 2A project, which is the source of the count of sleeved services less than 3 years old. Kenneth is relatively certain that the sleeves were installed, but still will not certify it in any way that passes the risk from the contractor to the City.
- Micah noted that the Addendum document was only two pages long. Kenneth stated that the document that was supposed to have been sent contained attachments, and that the wrong pdf must have been sent. Kenneth stated that he would promptly send out the proper Addendum 2 with all attachments. The attachments include a list of properties with services to be replaced, a map showing locations, and a record of a phone call with Dave Danielson.
 - Micah noted that the information in the addendum that was sent seemed slim, and Kenneth noted that while the information included in the full document is helpful, the core of the provided information remains the same, as there is no certification that the count of sleeves is accurate. The main change really is the reduction in quantity in the quote form.

Answers to these questions and most comments are included in Addendum 3.



Contaminated Water Service Line Replacement

Our proposed schedule for this project is once we received formal notice of acceptance and notice to proceed, we can have the pipe on the ground in two weeks. Our crew can complete the project in five weeks once the pipe is delivered.

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 6, 2021

ADDENDUM NO. 2

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

1. Due date for quotes moved to August 13, 2021.
2. Updated total quantity of anticipated Type K copper service line from 1000 LF to 660 LF. An updated quote submission form is included by reference herein.
3. List of Services to be replaced and map included by reference herein.
4. Summary of questions asked by Danielson on 8/6/2021 via phone at 2:35 PM included by reference herein.

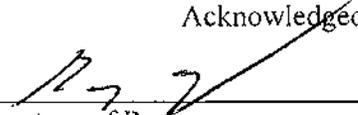
CLARIFICATIONS

1. This RFQ is soliciting quotes in accordance with the intermediate procurement process. The maximum contract amount that can be awarded under this process is \$150,000. If all quotes come in above this amount, the City must reject all quotes and advertise the project for closed bids.
2. The total number of services to be replaced is 44.
3. The contract will be awarded according to both price and schedule.
4. All service lines installed within the last 3 years are known to be installed in PVC sleeves. These sleeves begin within two feet of the water main and end a minimum of 1' beyond the edge of pavement on long side services. Most short side services do not contain these sleeves, and it is assumed most service lines older than 3-years are not in sleeves.
 - a. IIBH staff have reviewed the list included with this addendum and have found that 15 of the services on the attached list are likely in sleeves. All of these were installed as part of the Phase 2A Water System Improvement Project. 9 additional potential sleeved services were installed in older parts of the distribution system. These water lines were installed in the early 2000's and may be in sleeves. The remaining 20 services are almost certainly not in sleeves. These totals are based upon the best information available, but the accuracy of these totals are not guaranteed.
5. **Full resubmission of all documents stated in the RFQ will be required for a quote to be considered complete.** A complete resubmission contains the following:
 - a. Updated Quote form fully filled out.
 - b. Written schedule indicating available to begin and complete work
 - c. Addenda 1&2
6. This job will require payment and performance bonds in the amount of 100% of the quoted price. The cost of these bonds is to be included in the quoted price.

7. A 1-year warranty period will be included as part of this job. This warranty will exclude factors beyond the contractor's control, such as the continued presence of VOC contamination after the work is complete.
8. No follow up testing will be performed to ensure that new service lines are free of VOC contamination.
9. Corp stops are to be re-used as the connection point for the replacement services to the water main. Meter stops are to be replaced, with the cost of these parts to be included in the quoted price.
10. Informalities will not be waived in this RFQ, and late submissions will not be accepted.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:



Signature of Proposer

President

Title

RdG Excavating Inc

Name of Firm

August 17, 2021

Date

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: _____

Time: _____

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: _____
Primary Contact: _____
Address: _____
City/State: _____
Telephone: _____
Email: _____
CCB #: _____

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of _____, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: _____.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. ¾" Water Service Line Installation, **660 LF:**

QUOTE LF: _____ Total Dollars (\$ _____),
said amount being hereinafter referred to as the "Task 1 Quote."

TOTAL QUOTE:

TOTAL NOT TO EXCEED QUOTE: \$ _____

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
 - a) Contractor shall provide a schedule of availability to complete the work described in the RFQ.

CONTRACTOR:

[Company Name]

By: _____ Its: _____

Address

105 SANTIAM AV W
110 BUTTE ST S
110 SHORT AV W
115 SHORT AV W
120 SANTIAM AV W
120 SHORT AV W
125 DETROIT AV N
125 MELGARD CT
125 SANTIAM AV W
130 CLIFFORD AV E
135 MELGARD CT
135 SANTIAM AV W
140 DETROIT AV N
145 SANTIAM AV W
155 DETROIT AV N
155 SANTIAM AV W
160 DETROIT AV N
165 SANTIAM AV W
170 SANTIAM AV W
175 SANTIAM AV W
185 SANTIAM AV W
190 BUTTE ST N
200 DETROIT AV N
205 HUMBUG ST S
210 DETROIT RD S
215 SCOTT AV S
220 DETROIT RD S
220 SANTIAM AV W
225 DETROIT AV S
230 BUTTE ST S
230 DETROIT AV S
230 DETROIT AV S
235 HUMBUG ST S
240 DETROIT AV S
240 SANTIAM AV W
245 HILL ST S
245 HUMBUG ST S
265 DETROIT AV S
275 DETROIT AV S
285 HUMBUG ST S
290 SCOTT AV S
315 HUMBUG ST S
380 DETROIT RD S
500 NORTH SANTIAM HY S

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
August 6, 2021

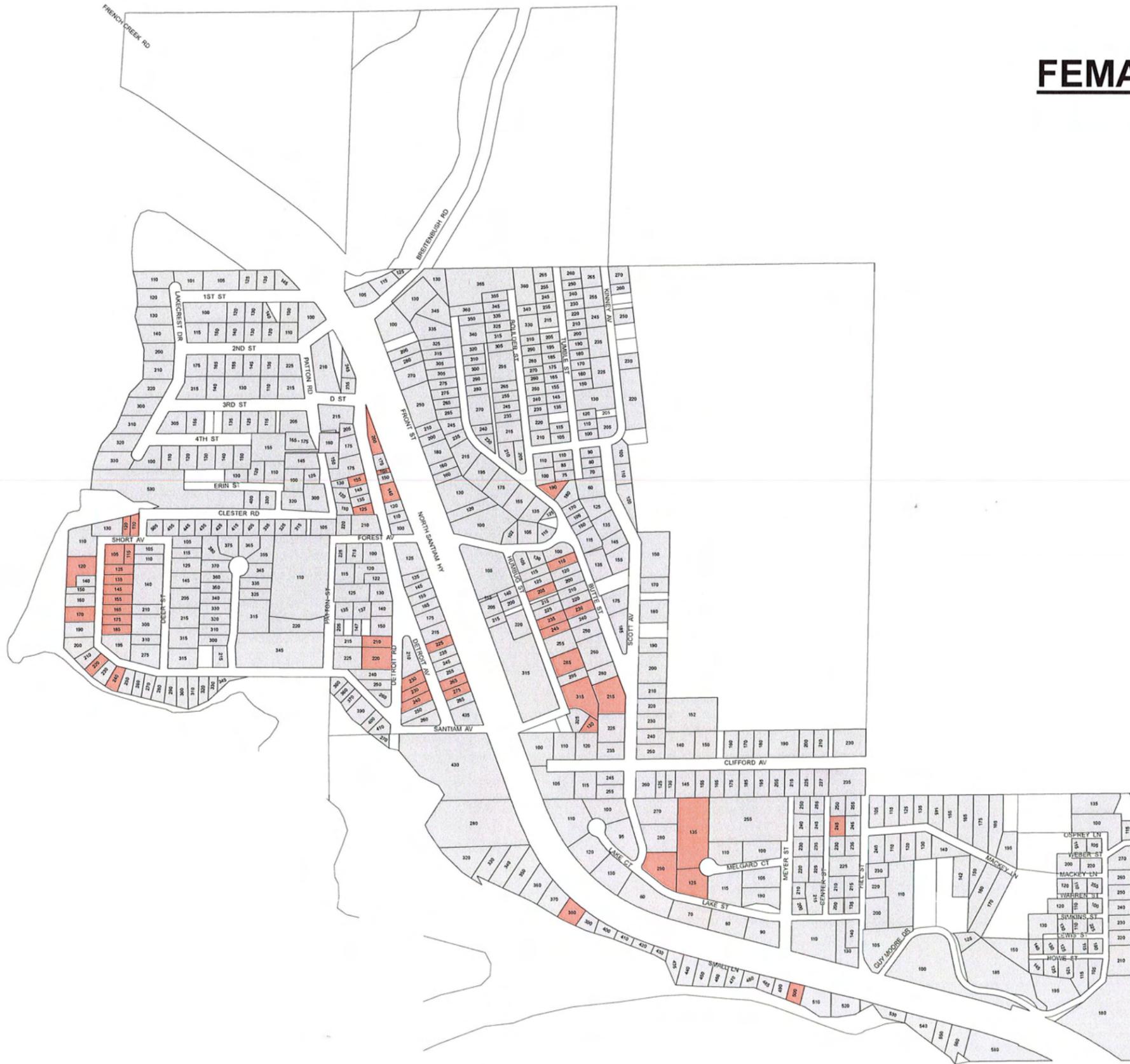
Summary of Questions Asked

Dave Danielson of Danielson Contractors, Inc. contacted Kenneth Cannady-Shultz of HBH Consulting Engineers, Inc at 2:35 PM on August 6, 2021. Below is a summary of questions that were asked.

- Dave asked about what methods would be used to verify the efficacy of the replacement. Specifically, he was concerned about when and how services would be tested for contamination after replacement.
 - He recommended holding off on paving until after testing had been completed in case any persistent contamination was found.
 - Kenneth requested clarification that Dave was talking about VOC contamination, which Dave verified.
- Dave noted that the RFQ had not clearly stated that angle stops will need to be replaced as part of this project. He wanted to make sure that any clarification clearly stated that corp stops were to be retained and angle stops needed replacement.
- Dave noted that the cutoff for this intermediate procurement process is \$150,000 and requested that any clarification issued note that this limitation exists.

Answers to these questions and most comments are included in Addendum 2.

City of Detroit FEMA-Funded Replacement Map



Legend

□ Taxlots

Sampling Status

□ No Action Needed

■ PA Grant Funded Replacement

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
June 25, 2021

ADDENDUM NO. 1

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

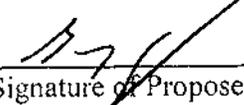
Due for quotes moved to June 30, 2021.

CLARIFICATIONS

1. The list of services needing replacement is being finalized; the approximate count of services to replace is 45.
2. Re-surfacing is considered incidental to the bid. Approximately 35 of the locations are asphalt paved, and approximately 10 are gravel paved. A clean saw-cut edge will be expected for the asphalt restoration. Appropriate assumptions for asphalt estimation include:
 - a. An average length per patch of approximately 15 feet.
 - b. An average width per patch of approximately 3 feet.
 - c. An average depth of asphalt of 3-inches.
3. There will be no pre-bid meeting. It is recommended that proposers visit the site themselves. HBH personnel can be made available to answer questions on site upon request. HBH will provide a list of questions and answers addressed at these meetings to all quoters.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:



Signature of Proposer

President

Title

Rd G Excavating Inc

Name of Firm

August 17, 2021

Date

Exhibit B

City of Detroit Water Meter System Installation - Quote Form

Date: July 1, 2021

Time: 2:00 pm

TO: City of Detroit c/o HBH Consulting Engineers, Inc.
Attn: Kenneth Cannady-Shultz, PE
501 E First Street
Newberg, Oregon 97132
kshultz@hbh-consulting.com

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Detroit, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within fourteen (14) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Council.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: R+G Excavating Inc
Primary Contact: Gary Zellner
Address: 39300 Montgomery Dr.
City/State: Scio, OR 97374
Telephone: (503) 394-2190
Email: Glinda@rgexcavating.com
CCB #: 65135

Operating as (strike out conditions that do not apply) ~~an individual, a Limited Liability Company,~~ a Corporation, organized and existing under the law of the State of Oregon, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: _____.

Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the details prepared by HBH Consulting Engineers, Inc. (the "Details"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, equipment, transportation, fittings, insulation, and other facilities and services as necessary and/or required to execute all of the Services described in project Tasks in the Scope of Work (as defined in the Request for Quotes) for each of the following:

QUOTE – TASK 1:

1. ¾" Water Service Line Installation, 1,000 LF:

QUOTE LF: \$192.00 Total Dollars (\$ 192,000.00),
said amount being hereinafter referred to as the "Task 1 Quote."

TOTAL QUOTE:

TOTAL NOT TO EXCEED QUOTE: \$ 192.00/LF

ADDITIONAL CRITERIA:

1. Contractor will address the following criteria on a separate sheet and attach to this form:
- a) Contractor shall provide a schedule of availability to complete the work described in the RFQ.

CONTRACTOR:

R+G Excavating Inc
[Company Name]

By:  Its: Treasurer

Our schedule would have us on site
15-30 September w/ completion at end of
October

City of Detroit
Request for Competitive Quotes
Contaminated Water Service Line Replacement
June 25, 2021

ADDENDUM NO. 1

Modifications to the Request for Proposals

This addendum forms a part of the Request for Proposals by amending and supplementing the original document. *The addendum shall be signed and included with the Proposal*

CHANGE IN PROPOSAL QUOTE FORM

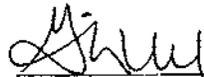
Due for quotes moved to June 30, 2021.

CLARIFICATIONS

1. The list of services needing replacement is being finalized; the approximate count of services to replace is 45.
2. Re-surfacing is considered incidental to the bid. Approximately 35 of the locations are asphalt paved, and approximately 10 are gravel paved. A clean saw-cut edge will be expected for the asphalt restoration. Appropriate assumptions for asphalt estimation include:
 - a. An average length per patch of approximately 15 feet.
 - b. An average width per patch of approximately 3 feet.
 - c. An average depth of asphalt of 3-inches.
3. There will be no pre-bid meeting. It is recommended that proposers visit the site themselves. HBH personnel can be made available to answer questions on site upon request. HBH will provide a list of questions and answers addressed at these meetings to all quoters.

This addendum MUST be acknowledged and included with the Proposal.

Acknowledged By:



Signature of Proposer

Glinda Ireland

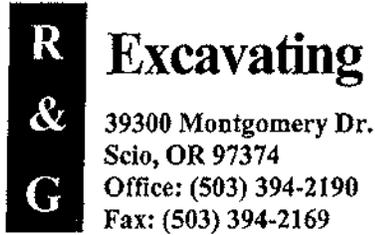
Title

Rd 6 Excavating Inc

Name of Firm

July 1, 2021

Date



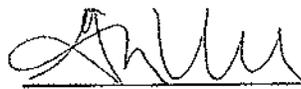
AFFIDAVIT OF AUTHORITY TO SIGN FOR A CORPORATION

DATE: January 29, 2021

We, R&G Excavating, Inc., 39300 Montgomery DR, Scio, OR 97374 certify that Gary Zellner, President, and Glinda Ireland, Treasurer, have the authority to execute contract agreements, bid bonds, performance bonds, payment bonds and loan agreements.



Gary Zellner, President



Glinda Ireland, Treasurer