



Newberg School District 29J
Board Agenda
February 28, 2023
Work Session

Board Meeting – Work Session Agenda

I.	Call to Order	Dave Brown	7:00 pm
II.	Flag Salute	Trevor Dehart	
III.	Review Agenda: <ul style="list-style-type: none"> • Additions or Deletions 	Dave Brown	
IV.	Approval of Minutes: Approve 2.14.23 Board Minutes	Dave Brown	
V.	Consent Agenda: <ul style="list-style-type: none"> • Staff Non Renewals • New Hires & Resignations • Austin Family Legacy Trust – NHS McGrath Gym \$5000 Donation • Cornerstone Marble & Tile – IPF Printer Donation • Newberg Rotary Foundation – NHS Resource Room - \$11,450 Donation 	Dave Brown Scott Linenberger	7:10 pm
VI.	Reports, Presentations and Discussion Items: <ul style="list-style-type: none"> • SBHC (Student Based Health Center) Update • Principal Presentations <ul style="list-style-type: none"> ○ Edwards ○ Joan Austin • Bond Update • Board Goals • First Reading- Policies • Parent Bill of Rights • World Language 	Elise Yarnell Nicole Love Ashley Lee Casey Cunningham & Larry Hampton Dave Brown Scott Linenberger Brian Shannon Steve Phillips	
VII.	Board Action Items: <ul style="list-style-type: none"> • Joan Austin Contract Award – Brockamp & Jaeger, Inc. • Mabel Rush Contract Award – Brockamp & Jaeger, Inc. • Ewing Young Contract Award – Griffith Roofing Company • MVMS Contract Award- Five Star Builders • Dundee Elementary Award- Kirby Nagelhout 	Dave Brown Casey C./Larry H.	8:15 pm
VIII.	Superintendent & Student Representative Comments		
IX.	Future Agenda Items: <ul style="list-style-type: none"> • Staff Contract Renewals- 3.14 • SIA Presentation w/Public Comment – 3.14 • Budget Review – 3.14 • 2023/2024 Calendar Review – 3.14 • WESD Membership – 3.14 • Math Adoption Postponed 		
X.	Future Board Meeting: Regular Session: March 14 th , 2023 @ 7:00 pm No Work Session in March- Spring Break Regular Session: April 11 th , 2023 @ 7:00 pm		

	Adjourn Meeting		
--	-----------------	--	--

NO PUBLIC COMMENTS DURING BOARD WORK SESSIONS- Thirty (30) minutes has been allotted for public comments, with a two (2) minute limit per person. Public comments will be processed in the order received. Comments may be submitted via email until 4 pm the Monday before regular session board meetings to: publiccomment@newberg.k12.or.us Those submitted via email will be read by a board member or Superintendent unless otherwise noted. We will also accept comment cards, in person, from those wishing to speak on the evening of regular session meetings. Executive Session is closed to the public.

[Link to February 28, 2023 Board Meeting](#) To listen to the meeting, call one of these numbers and follow the prompts:
1-253-215-8782 or 1-301-715-8592 or login via Zoom, using Meeting ID: **820 9322 3147**; Passcode: 790205

NEWBERG SCHOOL DISTRICT 29J
Board Regular Session Meeting, February 14, 2023
In Person / Virtual via Zoom Session

DRAFT MINUTES

BOARD MEMBERS PRESENT

Renee Powell
Brian Shannon
Dave Brown
Raquel Peregrino de Brito
Ron Rilee
Shelley Kolb
Trevor DeHart

BOARD MEMBERS ABSENT

None

STAFF PRESENT

Dr. Stephen W. Phillips, Superintendent
Tabitha Renne, Board Secretary
Scott Marlin, Technology Supervisor
Scott Linenberger, Director of HR
Heather Bixby, Director of Finance

OTHERS PRESENT

Rose Etherington - Communications

- I. REGULAR SESSION CALL TO ORDER (Begins at approx. 4:40 on the YouTube Video Link)**
A duly called and noticed Regular Meeting of the Board of Directors of Newberg School District 29J was called to order by chair Dave Brown at 7:00 pm on Tuesday, February 14th 2023. Board members and staff were present, public attended in person and via Zoom Session. This video session was recorded and posted on the Newberg School District website. [Board Meeting 2.14.23- YouTube](#)
- II. FLAG SALUTE**
Trevor DeHart led the Board in the Pledge of Allegiance.
- III. REVIEW AGENDA (Begins at approx. 5:20 on the YouTube Video link)**
Board chair, Brown, reviewed the agenda.
- IV. APPROVAL OF MINUTES (Begins at approx. 6:40 on the YouTube Video link)**
Motion: Move to approve the Board Minutes, as presented.
Motion: Director Peregrino de Brito
2nd: Director Powell **Motion Passed: 7 Yes - 0 No**
- V. PUBLIC COMMENTS (Begins at approx. 7:10 on the YouTube Video link)**
There were three (3) public comments that were submitted via email and read by Superintendent Phillips and three (3) public speakers that addressed the Board, staff and community.
- VI. CONSENT AGENDA: Chair Brown (Begins at approx. 20:05 on the YouTube Video link)**
Motion: Move to approve the Consent Agenda, as presented.
Motion: Director Kolb
2nd: Director Dehart **Motion Passed: 7 Yes - 0 No**
- VII. REPORTS, PRESENTATIONS AND DISCUSSION (Begins at approx. 20:46 on the YouTube Video link)**
- Board Goals – Director Kolb submitted two changes/additions to the board goals:

For our Goal F, better define "the arts" by adding "fine" arts and "performing" art:

F. SUPPORT EXTRA CURRICULAR ACTIVITIES

Support extracurricular activities, such as sports, **fine arts & performing arts**, student government, community service, employment, hobbies, and educational clubs. Key benefits to students include cultivating leadership opportunities, enhancing teamwork experiences, developing time management skills, promoting networking skills, increasing self-confidence, and improving attendance.

Proposed adding additional goal:

H. SUPPORT CAREER TECHNICAL EDUCATION AND VOCATIONAL TRAINING

Support CTE programs to help students in acquiring technical skills, professional practices, and academic knowledge critical for career success in high-wage, in-demand careers.

- Parent Bill of Rights – Initial conversation and discussion. (Begins at approx. 24:50)
- Financial Report – Heather Bixby presented. (Begins at approx. 32:20)

VIII. BOARD ACTION ITEMS: (Begins at approx. 44:35 on the YouTube Video link)

Transportation RFP#S-P36002-00005304

Motion: Move to approve the 5 year contract with First Student Transportation, as presented.

Motion: Director Shannon

2nd: Director Peregrino de Brito

Motion Passed: 7 Yes - 0 No

IX. BOARD AND SUPERINTENDENT COMMENTS (Begins at approx. 51:45 on the YouTube Video link)

X. FUTURE AGENDA ITEMS

- Staff Non Renewals – 2.28.23
- Principal Presentations (Ashley Lee - Joan Austin & Nicole Love – Edwards) – 2.28.23
- Student Based Health Center – 2.28.23
- Bond Update – 2.28.23
- Board Goals – 2.28.23
- Parent Bill of Rights – 2.28.23

XIII. FUTURE BOARD MEETING:

Policy Committee February 21st @ 6:00pm

Work Session February 28th @ 7:00pm

Regular Session March 14th @ 7:00pm

NO Work Session for March

Adjourn Meeting

Meeting adjourned at 8:03 pm

Recorded by: Tabitha Renne, Board Secretary

Approved by Board of Directors on _____

Chair Dave Brown



Newberg School District 29J

Board Meeting Date: February 28th, 2023

ITEM: Consent Agenda
PRESENTER: Director Dave Brown

ACTION

BACKGROUND: Pursuant to ORS 342.513: Each district school board shall give written notice of the renewal or non-renewal of the contract for the following school year by March 15 of each year to all teachers and administrators in its employ who are not contract teachers as defined in ORS 342.815

All administrators on a temporary contract are recommended for non-renewal for the 2023-2024 school year:

Vanessa Siller

All teachers on a temporary contract are recommended for non-renewal for the 2023-2024 school year:

Jessica Abbott
Ember Beranek
Katherine Cornick
Laura Gill
Sussanna Hale
Gracelyn Hardy
Chris Hesselbein
Sydney Matney
Nova McCool
Anna Millage
Elizabeth Mickelson
Josiah Schmidt
Shannan Wheelock
Christine Willey



Accept Probationary Teacher Contract: Effective February 21st, 2023

Elizabeth Mickelson — Teacher, Antonia Crater Elementary School

Donations:

- Accept IPF Printer donation to the HS CAD program valued at \$500 from Cornerstone Marble & Tile out of Hillsboro.
- Accept the donation from Austin Family Legacy Trust for the HS McGrath Gymnasium in the amount of \$5000.00.
- Accept the donation from Newberg Rotary Foundations for the NHS Resource Room in the amount of \$11,450.00

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the consent agenda as presented.



Principal Board Presentation Form

BUILDING Edwards Elementary **BOARD MEMBER REP(s)** Renee Powell
PRINCIPAL Nicole Love
TOTAL ENROLLMENT 490 (PreK-5th)
TOTAL # STAFF 65

HIGHLIGHTS:

1 Focus on Reading Instruction K-5 (share DIBELS data)

2 Bond Contruction Work

3 DL Family Nights and Title Family Nights

AREA OF IMPROVEMENT:

While our focus on reading instrucion is one of our highlights, it is also our area of improvement. Until we have at least 80% of our students reading at or above grade level, we have work to do.



Principal Board Presentation Form

BUILDING Joan Austin **BOARD MEMBER REP(s)** _____

PRINCIPAL Ashley Lee

TOTAL ENROLLMENT 210

TOTAL # STAFF 39

HIGHLIGHTS:

1 DIBELS scores:
Composite BOY 47% MOY 49%
Phonemic Awareness BOY 59% MOY 73%
Reading Accuracy BOY 55% MOY 67%

2 Title 1 Night - Mathnasium on April 13

3 Movie night on March 3

AREA OF IMPROVEMENT:

Core reading instruction to 80%, focus on aligning standards to the curriculum and CFAs

Policy Updates- First Reading

Policy Update is a quarterly subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts. Sample policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter.

SEXUAL HARRASSMENT

(Policies that start with the letter G is staff centered)

Summary

The model policy GBN/JBA – Sexual Harassment and its administrative regulation has been updated to reflect House Bill 4150 (2018), and the temporary rules in OAR 581-021-0038 adopted by the State Board of Education June 21, 2018 which does the following: 1. Expands the required information to be provided for sexual harassment complaints; 2. Extends protections in district policies to a person on or immediately adjacent to district property, at any district-sponsored activities, utilizing district-provided transportation or district bus stops; and 3. Requires written notification, in plain language and easy to read, to complainant(s) to include: a. Rights of the complainant; b. Information on legal and disciplinary options, school services, outside services and privacy rights.

Local District Responsibility

If policy GBN/JBA is included in the board’s manual, consider updating and readopting.

Policy(ies) and ARs Impacted by these Revisions

GBN/JBA - Sexual Harassment - Required

SEXUAL HARRASSMENT

(Policies that start with the letter J is student centered)

Summary

The model policy JBA/GBN – Sexual Harassment and its administrative regulation has been updated to reflect House Bill 4150 (2018), and the temporary rules in OAR 581-021-0038 adopted by the State Board of Education June 21, 2018 which does the following: 1. Expands the required information to be provided for sexual harassment complaints; 2. Extends protections in district policies to a person on or immediately adjacent to district property, at any district-sponsored activities, utilizing district-provided transportation or district bus stops; and 3. Requires written notification, in plain language and easy to read, to complainant(s) to include: a. Rights of the complainant; b. Information on legal and disciplinary options, school services, outside services and privacy rights.

Local District Responsibility

If policy JBA/GBN is included in the board’s manual, consider updating and readopting.

Policy(ies) and ARs Impacted by these Revisions

JBA/GBN – Sexual Harassment - Required

HAZING, HARRASSMENT, INTIMIDATION, BULLYING, MENACING,
CYBERBULLYING, TEEN DATING VIOLENCE, DOMESTIC VIOLENCE – STUDENT

Summary

Oregon law mandates that school districts adopt policies prohibiting harassment, intimidation or bullying and acts of cyberbullying

The law requires school boards to include the following in district policies:

- A statement prohibiting harassment, intimidation or bullying, teen dating violence and acts of cyberbullying
- A definition of harassment, intimidation or bullying, teen dating violence and acts of cyberbullying
- A definition of protected class
- A description of the type of behavior expected from students
- A statement of the consequences and remedial action for persons who violate the policy
- Uniform procedure for reporting and prompt investigation of acts of harassment, intimidation or bullying, teen dating violence and acts of cyberbullying
- A review procedure for actions of a school responding/investigating a reported act of harassment, intimidation or bullying, teen dating violence and acts of cyberbullying
- A statement prohibiting reprisal or retaliation
- A statement of consequences and appropriate remedial action for a false accusation
- A statement of how the policy will be publicized
- An identification by job title of school and district officials responsible for policy implementation

- A statement that prevention training for acts of harassment, intimidation or bullying and acts of cyberbullying and domestic violence will be incorporated into training programs for students.

Local District Responsibility

The Board should review the recommended changes to required policy – JFCF – Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence, Domestic Violence – Student, and adopt the changes.

Policy(ies) and ARs Impacted by these Revisions

JFCF – Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence, Domestic Violence – Student - Required

OSBA Model Sample Policy

Code: GBN/JBA

Adopted:

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.
3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Stephen Phillips</u>	<u>Superintendent</u>	<u>503.554.5041</u>	<u>phillipss@newberg.k12.or.us</u>
<u>Scott Linenberger</u>	<u>HR Director</u>	<u>503.554.5021</u>	<u>linenbergers@newberg.k12.or.us</u>
<u>Anthony Buckner</u>	<u>Director of Special Programs</u>	<u>503.554.5007</u>	<u>bucknera@newberg.k12.or.us</u>
<u>Jillian Felizarta</u>	<u>Director of Teaching & Learning</u>	<u>503.554.5037</u>	<u>felizartaj@newberg.k12.or.us</u>
<u>Tami Erion</u>	<u>Principal High School</u>	<u>503.554.4449</u>	<u>eriont@newberg.k12.or.us</u>
<u>Andrew DeBois</u>	<u>Principal CVMS</u>	<u>503.554.4600</u>	<u>deboisa@newberg.k12.or.us</u>
<u>Jennifer Bailey</u>	<u>Principal MVMS</u>	<u>503.554.4504</u>	<u>baileyj@newberg.k12.or.us</u>
<u>Chris Stevens</u>	<u>Principal Catalyst</u>	<u>503.554.4410</u>	<u>stevensc@newberg.k12.or.us</u>
<u>Emily Chadwick</u>	<u>Principal Antonia Crater Elem</u>	<u>503.554.4654</u>	<u>chadwicke@newberg.k12.or.us</u>
<u>Tim Wright</u>	<u>Principal Dundee Elem</u>	<u>503.554.4854</u>	<u>wrightt@newberg.k12.or.us</u>
<u>Nicole Love</u>	<u>Principal Edwards Elem</u>	<u>503.554.5054</u>	<u>loven@newberg.k12.or.us</u>
<u>Brian Wood</u>	<u>Principal Ewing Young Elem</u>	<u>503.554.4754</u>	<u>woodb@newberg.k12.or.us</u>
<u>Ashley Lee</u>	<u>Principal Joan Austin Elem</u>	<u>503.554.4554</u>	<u>leea@newberg.k12.or.us</u>
<u>Tim Lauer</u>	<u>Principal Mabel Rush Elem</u>	<u>503.554.4454</u>	<u>lauert@newberg.k12.or.us</u>

This/These individual(s) is/are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. *See* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable suspicion standard when determining whether a hostile environment exists. The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person² who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include³:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;
3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

² Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

³ Remember confidentiality laws when providing any information.

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students’ parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s education program or activity⁴;
3. “Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

⁴ “Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs.” (Title 34 C.F.R. § 106.44(a))

4. “Dating violence”: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. “Domestic Violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction; or
6. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.*

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. The report can be made at any time.

The Title IX Coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁵ The district shall treat complainants and respondents equitably by providing supportive measures⁶ to the complainant and by following a grievance procedure⁷ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁸

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.⁹ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

No Retaliation

⁵ Title 34 C.F.R. § 106.44(a) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁶ Title 34 C.F.R. § 106.44(a) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.⁶ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁷ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

⁸ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

⁹ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Neither the district or any person may retaliate¹⁰ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

¹⁰ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

OSBA Model Sample Policy

Code: JBA/GBN

Adopted:

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.
3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
<u>Stephen Phillips</u>	<u>Superintendent</u>	<u>503.554.5041</u>	<u>phillipss@newberg.k12.or.us</u>
<u>Scott Linenberger</u>	<u>HR Director</u>	<u>503.554.5021</u>	<u>linenbergers@newberg.k12.or.us</u>
<u>Anthony Buckner</u>	<u>Director of Special Programs</u>	<u>503.554.5007</u>	<u>bucknera@newberg.k12.or.us</u>
<u>Jillian Felizarta</u>	<u>Director of Teaching & Learning</u>	<u>503.554.5037</u>	<u>felizartaj@newberg.k12.or.us</u>
<u>Tami Erion</u>	<u>Principal High School</u>	<u>503.554.4449</u>	<u>eriont@newberg.k12.or.us</u>
<u>Andrew DeBois</u>	<u>Principal CVMS</u>	<u>503.554.4600</u>	<u>deboisa@newberg.k12.or.us</u>
<u>Jennifer Bailey</u>	<u>Principal MVMS</u>	<u>503.554.4504</u>	<u>baileyj@newberg.k12.or.us</u>
<u>Chris Stevens</u>	<u>Principal Catalyst</u>	<u>503.554.4410</u>	<u>stevensc@newberg.k12.or.us</u>
<u>Emily Chadwick</u>	<u>Principal Antonia Crater Elem</u>	<u>503.554.4654</u>	<u>chadwicke@newberg.k12.or.us</u>
<u>Tim Wright</u>	<u>Principal Dundee Elem</u>	<u>503.554.4854</u>	<u>wrightt@newberg.k12.or.us</u>
<u>Nicole Love</u>	<u>Principal Edwards Elem</u>	<u>503.554.5054</u>	<u>loven@newberg.k12.or.us</u>
<u>Brian Wood</u>	<u>Principal Ewing Young Elem</u>	<u>503.554.4754</u>	<u>woodb@newberg.k12.or.us</u>
<u>Ashley Lee</u>	<u>Principal Joan Austin Elem</u>	<u>503.554.4554</u>	<u>leea@newberg.k12.or.us</u>
<u>Tim Lauer</u>	<u>Principal Mabel Rush Elem</u>	<u>503.554.4454</u>	<u>lauert@newberg.k12.or.us</u>

This/These individual(s) is/are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. *See* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable suspicion standard when determining whether a hostile environment exists. The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

7. Discipline of staff and students engaging in sexual harassment;
8. Removal of third parties engaged in sexual harassment;
9. Additional supervision in activities;
10. Additional controls for district electronic systems;
11. Trainings and education for staff and students; and
12. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

13. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
14. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
15. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
16. Limiting attendance at district events; and
17. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

18. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
19. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person² who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

20. Each reporting person;
21. If appropriate, any impacted person who is not a reporting person;
22. Each reported person; and
23. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include³:

24. Name and contact information for all person designated by the district to receive complaints;
25. The rights of the person that the notification is going to;
26. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.
27. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

² Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

³ Remember confidentiality laws when providing any information.

28. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
29. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
30. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
31. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district’s drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person’s knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
32. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

33. Be written in plain language that is easy to understand;
34. Use print that is of a color, size and font that allows the notification to be easily read; and
35. Be made available to students, students’ parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

36. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcome sexual conduct;
37. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s education program or activity⁴;
38. “Sexual assault”: an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

⁴ “Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs.” (Title 34 C.F.R. § 106.44(a))

39. “Dating violence”: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
40. “Domestic Violence”: felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction; or
41. “Stalking”: engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person’s own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district’s treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. The report can be made at any time.

The Title IX Coordinator will coordinate the district’s efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁵ The district shall treat complainants and respondents equitably by providing supportive measures⁶ to the complainant and by following a grievance procedure⁷ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁸

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.⁹ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

42. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
43. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
44. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

No Retaliation

⁵ Title 34 C.F.R. § 106.44(a) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁶ Title 34 C.F.R. § 106.44(a) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.⁶ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁷ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

⁸ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

⁹ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Neither the district or any person may retaliate¹⁰ against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

¹⁰ Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

OSBA Model Sample Policy

Code: JFCF

Adopted:

Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence, or Domestic Violence – Student

The Board, in its commitment to providing a safe, positive, and productive learning environment for all students, will consult with parents/guardians, employees, volunteers, students, administrators, and community representatives in developing this policy in compliance with applicable Oregon law.

Harassment, intimidation or bullying, menacing, and acts of cyberbullying by students, staff, or third parties toward students is strictly prohibited in the district. Teen dating violence is unacceptable behavior and prohibited. Each student has the right to a safe learning environment.

Retaliation against any person who is a victim of, who reports, is thought to have reported, or files a complaint about an act of harassment, intimidation or bullying, menacing, an act of cyberbullying, or teen dating violence, or otherwise participates in an investigation or inquiry is strictly prohibited. A person who engages in retaliatory behavior will be subject to consequences and appropriate remedial action. False charges shall also be regarded as a serious offense and will result in consequences and appropriate remedial action.

Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action, which may include discipline, up to, and including expulsion.

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action, which may include discipline, up to, and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

Students, staff, or third parties may also be referred to law enforcement officials.

The principal and the superintendent are responsible for ensuring that this policy is implemented.

Definitions

“District” includes district facilities, district premises, and nondistrict property if the student is at any district-sponsored, district-approved, or district-related activity or function, such as field trips or athletic events where students are under the jurisdiction of the district.

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

“Harassment, intimidation or bullying” means any act that substantially interferes with a student’s educational benefits, opportunities or performance, that takes place on or immediately adjacent to district grounds, at any district-sponsored activity, on district-provided transportation, or at any official district bus stop, that may be based on, but not limited to, the protected class status of a person, and having the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property; or
3. Creating a hostile educational environment including interfering with the psychological well-being of the student.

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation, national origin, marital status, familial status, source of income, or disability.

“Teen dating violence” means:

1. Behavior by which a person uses or threatens to use physical and/or sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

“Domestic violence” means abuse between family and/or household members, as those terms are described in ORS 107.705.

“Cyberbullying” is the use of any electronic communication device to harass, intimidate or bully.

“Retaliation” means any acts of, including but not limited to, harassment, intimidation or bullying, menacing, or cyberbullying toward the victim, a person in response to an actual or apparent reporting of, or participation in the investigation of, harassment, intimidation or bullying, menacing, teen dating violence, acts of cyberbullying, or retaliation.

“Menacing” includes, any act intended to place a district employee, student, or third party in fear of imminent serious physical injury.

Reporting

The building principal/designee and/or superintendent/designee¹ will take reports and conduct a prompt investigation within 5 (five) working days of any reported acts of harassment, intimidation or bullying, menacing, cyberbullying, or teen dating violence. Any employee who has knowledge of conduct in violation of this policy shall immediately report concerns to the building principal/designee and/or superintendent/designee who has overall responsibility for all investigations. Any employee who has knowledge of incidents of teen dating violence that took place on district property, at a district-sponsored activity, or in a vehicle used for district-provided transportation shall immediately report the incident to the

¹ Required by ORS 339.356(2) (g). Other bracketed language regarding menacing exceeds the requirements of ORS 339.356 and is under Board authority ORS 332.107.

building principal/designee and/or superintendent/designee. Failure of an employee to report any act of harassment, intimidation or bullying, menacing, cyberbullying, or teen dating violence to the building principal/designee and/or superintendent/designee may be subject to remedial action, up to and including dismissal. Remedial action may not be based solely on an anonymous report.

Any student who has knowledge of conduct in violation of this policy or feels they have been subjected to an act of harassment, intimidation or bullying, menacing, or cyberbullying or feel they have been a victim of teen dating violence in violation of this policy, is encouraged to immediately report concerns to the building principal/designee and/or superintendent/designee who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report concerns to the building principal/designee and/or superintendent/designee. A report made by a student or volunteer may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Reports against the principal shall be filed with the superintendent. Reports against the superintendent shall be filed with the Board chair.

The person who makes the report shall be notified when the investigation has been completed and, as appropriate, the findings of the investigation and any remedial action that has been taken. The person who made the report may request that the superintendent or designee review the actions taken in the initial investigation, in accordance with district complaint procedures.

Notification to Parents or Guardians

The building principal/designee and/or superintendent/designee shall notify the parents or guardians of a student who was subject to an act of harassment, intimidation, bullying or cyberbullying, and the parents or guardians of a student who may have conducted an act of harassment, intimidation, bullying or cyberbullying.

The notification must occur with involvement and consideration of the needs and concerns of the student who was the subject to an act of harassment, intimidation, bullying or cyberbullying. The notification is not required if the building principal/designee and/or superintendent/designee reasonably believes notification could endanger the student who was subjected to an act of harassment, intimidation, bullying or cyberbullying or if all of the following occur:

1. The student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying requests that notification not be provided to the student's parents or guardians.
2. The building principal/designee and/or superintendent/designee determines that notification is not in the best interest of the student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying; and
3. The building principal/designee and/or superintendent/designee informs the student that federal law may require the student's parents and guardians to have access to the student's education record, including any requests of nondisclosure (from item 1 above).

If the building principal/designee and/or superintendent/designee determines the notification is not in the best interest of the student, they must inform the student of that determination prior to providing notification.

When notification is provided, the notification must occur:

1. Within a reasonable period of time; or
2. Promptly, for acts that caused physical harm to the student.

Training and Education

The district shall incorporate into existing training programs for students, information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, and acts of cyberbullying and this policy.

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grades 7 through 12.

The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, teen dating violence, domestic violence, and acts of cyberbullying and this policy.

Notice

The superintendent shall be responsible for ensuring annual notice of this policy is provided in a student or staff handbook, school and district’s website, and school and district office.

Domestic violence posters provided by the Oregon Department of Education (ODE) shall be posted in clearly visible locations on school campuses in accordance with rules adopted by ODE.

END OF POLICY

Legal Reference(s):

[ORS 163.190](#)
[ORS 163.197](#)
[ORS 107.705](#)
[ORS 166.065](#)
[ORS 166.155 - 166.165](#)
[ORS 174.100](#)

[ORS 332.072](#)
[ORS 332.107](#)
[ORS 339.240](#)
[ORS 339.250](#)
[ORS 339.351 - 339.368](#)
[OAR 581-021-0045](#)

[OAR 581-021-0046](#)
[OAR 581-021-0055](#)
[OAR 581-022-2310](#)
[OAR 581-022-2370](#)
House Bill 2631 (2021)
House Bill 3041 (2021)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).



Newberg School District 29J

Board Meeting Date: February 28th, 2023

ITEM: Joan Austin ES 2023 Improvements

PRESENTER: Chair Dave Brown

ACTION

Accept the small construction project contract, 2023-0202, with Brockamp and Jaeger, Inc. as outlined.

RECOMMENDATION:

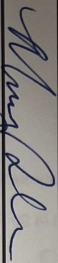
Move that the Newberg School District Board of Directors approve the Small Construction Project contract, 2023-0202, for the Joan Austin ES 2023 Improvements with contractor Brockamp and Jaeger, Inc as presented.

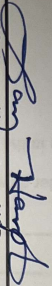


BID TABULATION FORM

Joan Austin ES 2023 Improvements
 OPEN: February 2, 2023 @ 2:00pm

BID PROVIDER	Signed	Add - 2 Ack.	Bid Bond	Base Bid	Alt #1 -display case & rated wall assembly	Total with Alternate	1st Tier Discl.
Five Star Builders	✓	✓	✓	\$1,310,000	35,800	1,345,800	✓
Far-Tech Construction	✓	✓	✓	1,504,685	59,630	1,564,315	✓
Ross Builders	✓	✓	✓	1,403,944	62,685	1,466,629	
Brockamp-Jaeger	✓	✓	✓	1,265,471	58,036	1,323,507	


 OWNER Representative: Mary Dolan 2/2/2023


 WITNESS: Larry Hampton, NSD

Holdback
 Witness 14
 Monday

**NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between NEWBERG SCHOOL DISTRICT NO. 29J, NEWBERG, OREGON ("District") and Brockamp and Jaeger, Inc. ("Contractor").

Project: Joan Austin ES 2023 Improvements

Contract Number: 2023-0202

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be June 19, 2023 or the date on which each party has signed this Contract, whichever is later. The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than 8/18/2023, with final completion no later than 8/25/2023.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in **Exhibit 2**.

Statement of Work. Contractor shall perform the Work described in **Exhibit 2**.

Payment for Work. District agrees to pay Contractor in accordance with **Exhibit 2** and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including **Exhibit 1** (District's Solicitation Document and attachments); **Exhibit 2** (Statement of Work, Compensation, Payment and Renewal Terms); **Exhibit 3** (Certification Statement for Corporation or Independent Contractor); **Exhibit 4** (Insurance Requirements); **Exhibit 5** (Payment and Performance Bonds).

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

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts.** District reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions District may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on District.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of District.
4. **Other Contractors.** District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.
6. **No Third-Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, District, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this Section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of District, District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that District may have against Contractor.

- ii. If terminated under 9(c) by Contractor due to a breach by District, then District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - iii. If terminated under 9(c) or 9(d) by District due to a breach by Contractor, then District shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which District is entitled.
- 10. Payment of Invoices.** Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by District, whichever is earlier. District may withhold 5% of each payment as retainage pursuant to ORS 279C.570. Retainage will be paid within 30 days of final completion per Architects or Owners representative approval and acceptance by District.
- 11. Changes in the Work.** District reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by District and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
- 12. Inspection and Acceptance of Work.** District shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to District.
- 13. Right to Withhold Payments.** District shall have the right to withhold from payments due Contractor such sums as necessary, in District's sole opinion, to protect District against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, District shall have the right to withhold from payments due Contractor such sums as are required to satisfy District's claims under that provision.
- 14. Knowledge of Site Conditions.** Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify District in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.
- 15. Special Care.** Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.
- 16. District's Right to Stop the Work.**
- a. If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, District may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
 - b. If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, District may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
- c. Notwithstanding any other provision, District's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.
- 17. Performance of the Work.** Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, District's construction and life safety policies and procedures, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Architect or District's Representative. Conflicts between manufacturers' directions shall be resolved by Architect.
- 18. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- a. If terminated under 9(c) by District due to a breach by Contractor, District may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to District the amount of the reasonable excess.
 - b. In addition to the remedies in sections 9 and 13 for a breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.
 - c. If District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.
- 19. Claims.**
- a. Time Limits on Claims: Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to Architect and the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
 - b. Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and District shall continue to make payments in accordance with the Contract Documents.
 - c. Claims for Additional Costs: If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify District.
 - d. Claims for Additional Time: If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- 20. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following:
- a. ORS 279A.110: Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a

minority, women, or emerging small business enterprise certified under ORS 200.055.

- a. ORS 279C.380: Unless exempted by District in writing pursuant to District's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to District a good and sufficient performance bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price for the faithful performance of the Contract, and shall execute and deliver to District a good and sufficient payment bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
- b. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
- c. ORS 279C.510: If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- d. ORS 279C.515: If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this Section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

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

- e. ORS 279C.520: Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the

Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
 - i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
 - ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
 - iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and port districts.
 - iv. Tribal Governments.
- g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.
- h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
 - i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and

- ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
 - i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by District. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by District, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
 - j. ORS 279C.800 to 279C.870:
 - i. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. If this Contract is subject to payment of prevailing wages, Contractor and any subcontractors shall pay not less than prevailing wages to each worker in each trade or occupation employed in the performance of the Contract, as determined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI"). The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 1, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, the January 1, 2023 PWR Apprenticeship Rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHDPWR/pwr_state.shtml and are hereby incorporated as part of the Contract Documents.
 - ii. This Contract is not subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection k(i) of this Section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage, as determined by the Director of BOLI. The "applicable prevailing wage rates" are those rates as set forth in the January 1, 2023 Bureau of Labor and Industries Publications "Prevailing Wage Rates for Public Works Contracts subject to BOTH the State PWR and Federal Davis Bacon Act," and the January 1, 2023 any published "Amendments/Corrections to the Prevailing Wage Rates for Public Works Contracts Subject to BOTH the State PWR and Federal Davis Bacon Act" as of the date of this Contract. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHDPWR/pwr_db2.shtml and are hereby incorporated as part of the Contract Documents.
 - iii. District shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - iv. Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.
 - k. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, Contractor shall:
 - i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).
 - ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2), (7), or (8).
 - l. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - i. Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file with District a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
 - ii. Notwithstanding ORS 279C.555 or 279C.570(7), District shall retain 25% of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain 25% of any amount earned by a first-tier subcontractor until such subcontractor has filed the certified statements with District. District and/or Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.
 - m. ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a construction contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify District immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
 - n. ORS 468A.710: If this Contract requires asbestos abatement, Contractor or subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.
- 21. When Work Is Performed on District Property (Including Schools) Contractor Shall Comply With the Following:**
- a. Identification Contractor performing work on District Property or for District shall carry photo identification and will present such, to anyone on request. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
 - b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
 - c. No Smoking. Smoking or other use of tobacco is prohibited on the District property..
 - d. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.
- 22. When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:**
- a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have

unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.

- b. **Confidentiality.** The Parties recognize that the Federal Education Privacy Rights Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.
- 23. Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade.
 - 24. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delays and without additional cost.
 - 25. Access to Records.** Contractor agrees that District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
 - 26. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
 - 27. Ownership of Work.** All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of District. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. District shall have no rights in any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only. If this Contract is terminated by either party or by default, District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
 - 28. Warranty.**
 - a. Contractor warrants to District and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or District, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - b. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment from District, whichever is later.
 - c. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, District may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of District or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies District may have.
 - d. Contractor shall assign all manufacturers' warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of District. Contractor shall provide District with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by District.
 - 29. Employees of Contractor.** At the direction of District, Contractor will immediately remove any employee of Contractor from all District premises where District determines, in its sole discretion, that removal of such employee would be in the best interests of District.
 - 30. Security.** Any disclosure or removal of any matter and/or property, not in conjunction with the specifications, on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
 - 31. Indemnification.**
 - a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, Architect, Architect's consultants, owners representative and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
 - b. In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under subsection a of this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- 32. Insurance.** Unless otherwise provided below, Contractor shall at all times maintain in force at Contractor's expense, the following insurance coverage:
- a. **Workers' Compensation:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027.
 - b. **Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by District. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 combined single limit.
 - c. **Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by District. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - d. **Builders All-Risk:** Not required – District provides coverage.
 - e. **Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
 - f. **Certificate of Insurance:** Contractor shall furnish to District a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on form CG 32 63 10 05. SEE EXHIBIT 4. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to District. Each certificate shall also state the relevant deductible or retention level. For general and automobile liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by District, Contractor shall also provide complete copies of insurance policies to District.
- 33. Notice of Injury or Damage to Person or Property.** If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to District's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable District and any other party affected to investigate the matter.
- 34. Waiver.** Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 35. Arbitration.**
- a. Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall, after decision by Architect or 30 days after submission of the Claim to Architect, be subject to arbitration. At any time, party(ies) may endeavor to resolve disputes by mediation.
 - b. Claims shall be decided by arbitration that, unless the parties mutually agree otherwise, shall be in accordance with the rules of the Arbitration Service of Portland, Inc. The demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Service of Portland, Inc., and a copy shall be filed with Architect. Exclusive venue for arbitration shall be in Portland, Oregon.
 - c. A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- 36. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and the Public Contracting Rules of District as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not subject to arbitration must be brought in Yamhill County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 37. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 38. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 39. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 40. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under Section 33 of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, or arbitrator may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.
- 41. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 42. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

CONTRACTOR DATA AND SIGNATURE

Business Name: Brockamp & Jaeger, Inc.
Business Address: 15796 S Boardwalk, Oregon City, OR 97045
Contractor Phone: 503-655-9151
Federal Tax ID# or Social Security # 93-0511742
CCB# 30

Is Contractor a nonresident alien? Yes No

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

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

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

 Vice President
Signature Title

Craig Shearmire 02/09/23
Name (please print) Date

NOTE: Contractor must also sign Exhibit 4 and (if applicable) Exhibit 5.

**Newberg School District No. 29J
SIGNATURE**

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

Signature Superintendent – Newberg School District
Title

Dr. Stephen Phillips
Name (please print) _____
Date

**EXHIBIT 1
INVITATION FOR BID**



Invitation to Bid for Public Improvements

DIVISION 00 * SECTION 00 10 00

Newberg School District • 714 E 6th St• Newberg, Oregon 97132 • (503) 554 5000

1.0 Issue Date: January 16, 2023

1.1 List of Pre-Qualified General Contractors:

- 2KG
- Bremik
- Brockamp & Jaeger
- Emerick
- Five Star Builders
- Inline Construction
- Lease Crutcher Lewis
- P&C Construction
- Par Tech
- Pence
- Perlo
- Robinson Construction
- Ross Builders NW
- Skanska
- Triplett Wellman

2.0 Project Name: Joan Austin ES 2023 Improvements

2.1 Project Address:

Joan Austin Elementary School
2200 N Center St., Newberg, OR 97132

3.0 Description of Projects:

Joan Austin ES 2023 Improvements

- Secure Vestibule
- Front office remodel
- New covered play and associated site work
- Demolition of existing casework and install of new at media center and makerspace
- Electrical: Lighting and power upgrades in makerspace
- Plumbing: new sink and floor drain in maker space
- Mechanical: modifications to support remodel of makerspace
- School wide paging and clocks upgrades

4.0 Project Manager: Mary Dolan

4.1 Project Manager Phone: 251-554-9822

Project Manager Email: mdolan@cornerstonemgi.com

5.0 Owner: Newberg School District (District)

5.1 Owner's Representative: Dr. Stephen Phillips, Superintendent

6.0 Architect: BRIC Architecture, Inc.

7.0 Mandatory Pre-Bid Conference Date and Time: Wednesday, January 18, 2023 @ 2:45pm

7.1 Mandatory Pre-Bid Conference Location: Joan Austin ES – 2200 N. Center St., Newberg OR 97132

7.2 The Consultant and District representative will be present to conduct the tour and answer any questions. Pre-quotation meeting decisions and the attendance list will be distributed in an addendum to contractors eligible to bid. Statements made by the Consultant and District representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Written Addendums will be emailed to all Contractors that attend the mandatory Pre-Bid Conference.

8.0 Point of Contact: All questions concerning the bidding, material or technical requirements should be directed to the Project Manager listed above and received by **2pm on January 25, 2023**. For copies of bid documents, please contact the Project Manager listed above.

9.0 Bid Closing (Bid Due to District): Date and time: **Thursday, February 2, 2023 at 2:00pm**.

10.0 Construction Start Date: June 19, 2023

11.0 Substantial Completion: August 18, 2023

12.0 Final Completion: August 25, 2023

13.0 Sealed bids for the Projects named above will be received until bid closing date and time listed above at:

Newberg School District
Dr. Stephen Phillips, Superintendent
714 E 6th St.
Newberg, OR 97132

All bids will be publicly opened at that time. Bids received after Bid Closing will not be considered and returned unopened. Bids will NOT be accepted by facsimile or electronic means.

13.1 Projects will be awarded to one general contracting firm based on the total cost of base bids for each project, see bid form 00 30 00.

14.0 10% Bid Security is Required.

15.0 Each Bidder is required to identify whether the Bidder is a “resident bidder” as defined in ORS 279A.120.

16.0 The Newberg School District will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered with the Construction Contractors Board as specified in OAR 137-049-0230.

17.0 Required Asbestos & Lead-Based Abatement (licensed under ORS 468A.720) is not required for this quotation.

18.0 No Offer will be received or considered by the Contracting Agency unless the Offer contains a statement by the Offeror as part of its Offer that “Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870 relating to the prevailing rate of wages.”

19.0 Repair, Renovation, or Painting work being performed in “Child-Occupied Facilities” (facilities built prior to 1978 where children under the age of six regularly spend time) must be conducted by a “certified renovation firm” utilizing a “certified renovator”. This does not apply to this project.

20.0 Contractor must certify that they have not discriminated and they will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts.

21.0 Criminal background checks will be required as follows:

X Student Occupied Site. Employees who will be working on site must have successfully completed a Nationwide Criminal History Verification. The awarded General Contractor will process the background checks and provide contractor personnel with photo id badges/stickers for hard hats. See Section 01 11 00, B.

___ Not a Student Occupied Site. Contractor conducts background check on their employees and provides their employees with proper picture identification badges.

Dr. Stephen Phillips
Superintendent
Newberg School District
Publish: Email to pre-qualified list of contractors as listed above.
January 16, 2023

EXHIBIT 2
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work:
Plans: NPS_Cohorts23_JAES
Specifications: 23-0013 JAES Bid Permit Specification_Vol. 1 and Vol.2
Addenda: 23-0124_JAES_ADD 01 and 23-0127_JAES_ADD 02
Site Address: 2200 N Center St., Newberg, OR 97132
2. The total Contract Price shall be:
 - Base Bid: \$1,265,471
 - TOTAL Contract Price: **\$1,265,471**
3. District shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name: Brockamp & Jaeger, Inc.
Title: Attn: David Rusaw, Controller
Address: 15796 S. Boardwalk, Oregon City, OR 97045

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

Invoices shall be submitted to the address below:

Name: Becky Brenner
Email: NSDpayables@newberg.k12.or.us
Address: Newberg School District No. 29J
714 E 6th St.
Newberg OR 97132

JOAN AUSTIN ELEMENTARY SCHOOL RENOVATION 2023

NEWBERG PUBLIC SCHOOLS
2200 N CENTER ST
NEWBERG, OR 97132

owner
Newberg Public Schools
714 E 6th St.
Newberg, OR 97132
t: (503) 554-5000
Larry Hampton, Bond Manager

architect
BRIC Architecture Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209
t: (503) 595-4900

project manager
Cornerstone Management Group
29030 SW Town Center Loop E, Suite 202-528
Wilsonville, OR 97070
t: (503) 394-8657
Mary Dolan, Construction Manager / Owner's Rep

civil engineer
KPF
111 SW 5th Ave, Suite 2500
Portland, OR 97204
t: (503) 227-3251
Andrew Chung, Civil Engineer

landscape architect
Walker Macy
111 SW Oak St #230
Portland, OR 97204
t: (503) 228-3122
Carl Liebhardt, Landscape Architect

structural engineer
Froelich Engineers
17700 SW Upper Boones Ferry Rd.
Portland, OR 97224
t: (503) 624-7005
Todd Nagele, Structural Engineer

envelope consultant
Professional Roof Consultants
606 SE 9th Avenue
Portland, OR 97214
t: (503) 280-8759
Faron Hall, Senior Consultant

mechanical engineer
PAE Engineers
522 SW 5th Ave, Suite 1500
Portland, OR 97204
t: (503) 226-2921
Dylan Klee, Mechanical Engineer

plumbing engineer
PAE Engineers
522 SW 5th Ave, Suite 1500
Portland, OR 97204
t: (503) 226-2921
Ras Wickramaratne, Plumbing Engineer

electrical engineer
Cross Engineering
923 M.L.K., Jr. Way
Tacoma, WA 98405
t: (253) 759-0118
Scott Kelly, Electrical Engineer

technology
Vertex
25085 SW Rainbow Ln.
Hillsboro, OR 97123
t: (503) 201-6568
Darcy Tucker, Sr. Technology Designer



Sheets-Civil		Sheets-Structural	
C0.0	COVER SHEET	S0.00	COVER SHEET
C1.0	EXISTING CONDITIONS	S0.01	GENERAL STRUCTURAL NOTES
C2.0	DEMO AND ESC PLAN	S0.02	GENERAL STRUCTURAL NOTES
C3.0	SITE AND GRADING PLAN	S0.03	SPECIAL INSTRUCTIONS
C3.1	HORIZONTAL CONTROL PLAN	S2.01	OVERALL FLOOR PLAN
C4.0	STORM PLAN	S2.11	PARTIAL PLANS
C4.1	UTILITY PLAN	S2.12	2ND FLOOR FRAMING PLAN - ENLARGED PLAN
C5.0	DETAILS	S2.21	COVERED PLAY - PLANS
C5.1	DETAILS	S5.00	FOUNDATION DETAILS
		S6.00	ROOF FRAMING DETAILS

Sheets-Landscape		Sheets-Mechanical	
L000	OVERALL SITE PLAN	M0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - MECHANICAL
L100	MATERIAL PLAN	M0.02	SCHEDULES - MECHANICAL
L200	LAYOUT PLAN	M1.01	OVERALL DEMO PLANS - MECHANICAL
L300	PLANTING PLAN	M1.11	ENLARGED DEMO PLAN - MECHANICAL
L400	DETAILS	M1.12	ENLARGED DEMO PLAN - MECHANICAL
		M2.01	OVERALL PLANS - MECHANICAL
		M2.11	ENLARGED PLAN - MECHANICAL
		M2.12	ENLARGED PLAN - ADMIN
		M2.12	ENLARGED PLAN - MAKER - FLEX
		M3.20	COVERED PLAY - PLANS
		M3.21	COVERED PLAY SECTIONS AND ELEVATIONS
		M3.22	COVERED PLAY - DETAILS
		M4.01	FINISH PLAN
		M5.10	INTERIOR ELEVATIONS
		M5.11	INTERIOR ELEVATIONS
		M6.10	REFLECTED CEILING PLAN
		M8.01	DOOR SCHEDULE
		M9.01	CASEWORK TYPES AND DETAILS
		M9.20	INTERIOR DETAILS
		M9.40	DETAILS
		M9.70	SIGNAGE SCHEDULE

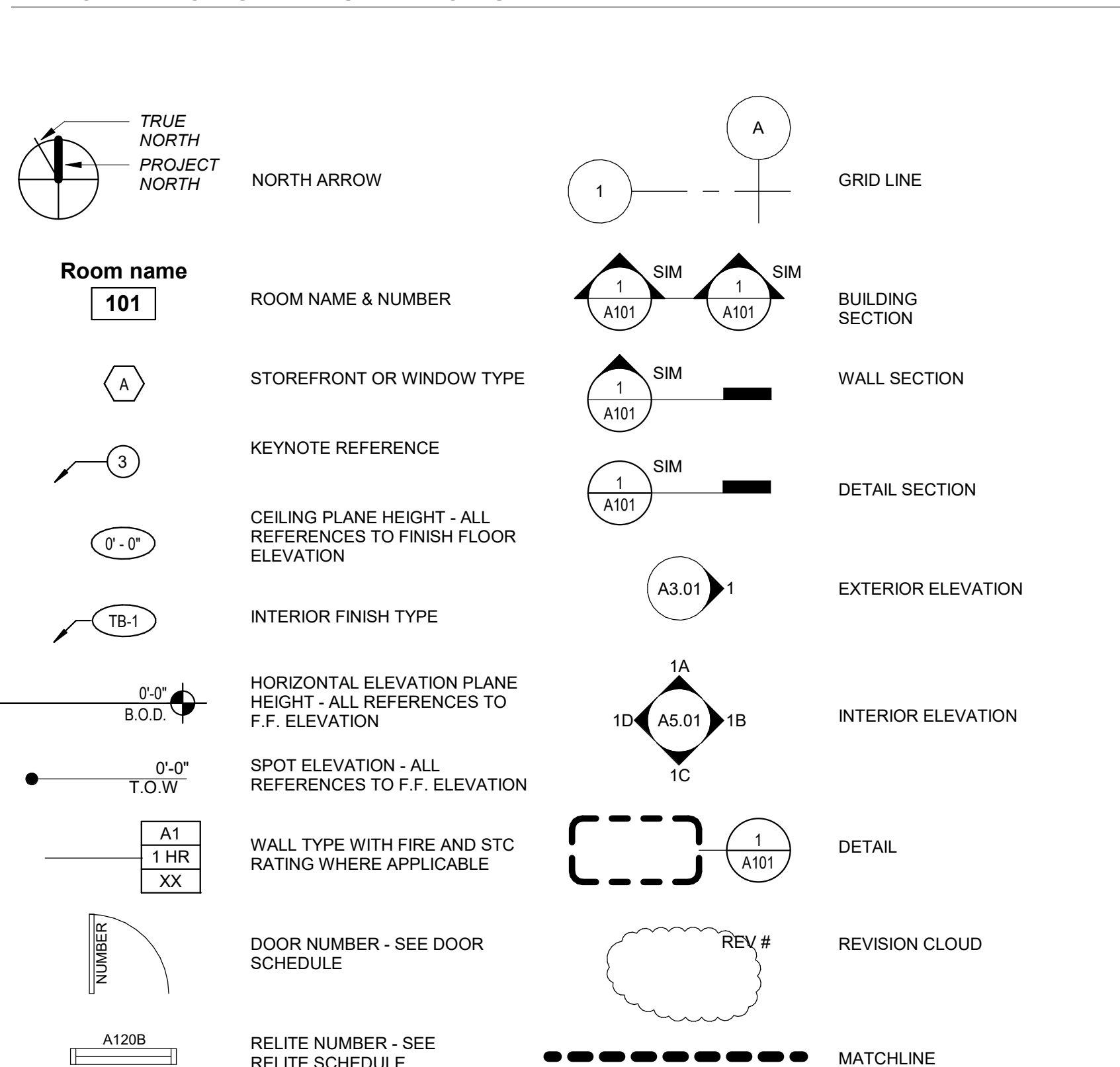
Sheets - Architecture		Sheets-Plumbing	
A0.01	CODE PLAN	P0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - PLUMBING
A0.02	ASSEMBLIES	P0.02	EQUIPMENT SCHEDULE - PLUMBING
A1.00	OVERALL DEMO PLANS	P2.01	OVERALL PLANS - PLUMBING
A1.01	DEMO PLANS	P2.11	ENLARGED PLAN - PLUMBING
A2.01	OVERALL FLOOR PLAN	P2.12	ENLARGED PLAN - PLUMBING
A2.11	ENLARGED PLAN - ADMIN		
A2.12	ENLARGED PLAN - MAKER - FLEX		

Sheets-Electrical		Sheets-Technology	
E0.01	ELECTRICAL SYMBOLS LEGEND/LIGHT FIXTURE SCHEDULE	T0.00	SYMBOLS LIST AND GENERAL NOTES - TECHNOLOGY
E1.01	PARTIAL ELECTRICAL DEMOLITION FLOOR PLAN	T1.01	LEVEL 1 - OVERALL DEMO FLOOR PLAN - TECHNOLOGY
E1.02	OVERALL ELECTRICAL FLOOR PLAN	T1.02	LEVEL 2 - OVERALL DEMO FLOOR PLAN - TECHNOLOGY
E2.01	COVERED PLAY ELECTRICAL FLOOR PLANS	T1.10	ENLARGED DEMO FLOOR PLANS - TECHNOLOGY
E3.01	PARTIAL LIGHTING FLOOR PLAN	T2.01	LEVEL 1 - OVERALL FLOOR PLAN - TECHNOLOGY
E3.02	PARTIAL LIGHTING FLOOR PLAN	T2.02	LEVEL 2 - OVERALL FLOOR PLAN - TECHNOLOGY
E4.01	PARTIAL POWER FLOOR PLAN	T2.10	ENLARGED FLOOR PLANS - TECHNOLOGY
E4.02	PARTIAL POWER FLOOR PLAN	T4.00	DETAILS - TECHNOLOGY
E5.01	EXISTING POWER RISER DIAGRAM		
E5.02	ELECTRICAL SCHEDULES		
E6.01	ELECTRICAL DETAILS		

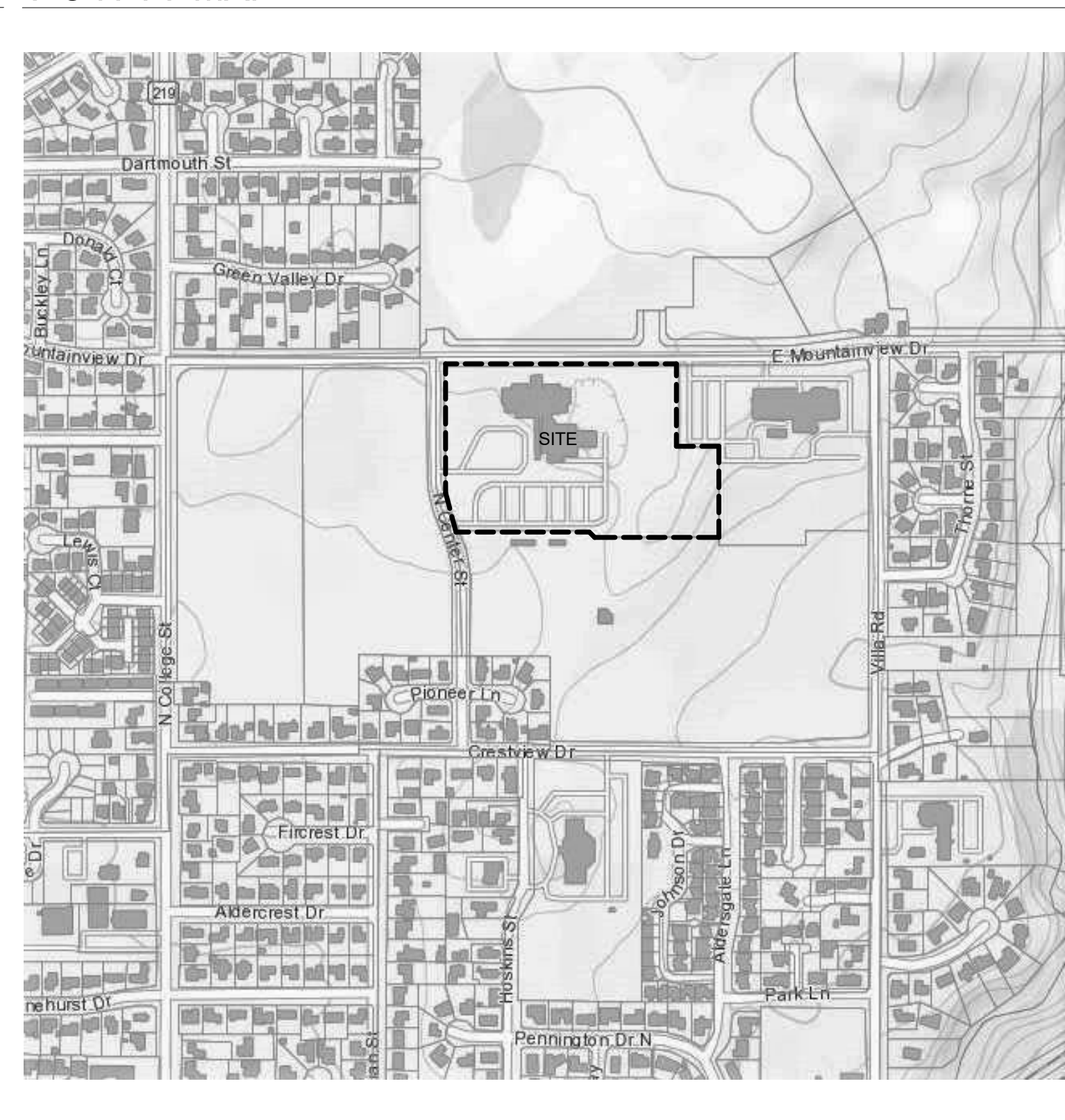
ARCHITECTURAL ABBREVIATIONS

∠	ANGLE	ENG	EDGE OF SLAB	MATL	MATERIAL	SHTG	SHEATHING
⋈	ANCHOR BOLT	ENGR	ENGINEER	MB	MARKERBOARD	SHWR	SHOWER
ACT	ACOUSTICAL CEILING TILE	EQ	EQUAL	MECH	MECHANICAL	SHT	SHEET
ADD	ADDENDUM	EQUIP	EQUIPMENT	MED	MEDIUM	SIM	SIMILAR
AES	ARCHITECTURAL EXPOSED STRUCTURAL STEEL	ES	EACH SIDE	MEZZ	MEZZANINE	SM	SHEET METAL
AFF	ABOVE FINISH FLOOR	EXP	EXPOSITION	MFR	MANUFACTURER	SOG	SUB ON GRADE
AHJ	AUTHORITY HAVING JURISDICTION	EXT	EXTERIOR	MIN	MINIMUM	SQ	SQUARE
ALS	AREA LIGHT STANDARD	FA	FIRE ALARM	MIR	MIRROR	SS	STAINLESS STEEL
ALUM	ALUMINUM	FD	FLOOR DRAIN	MISC	MISCELLANEOUS	STD	STANDARD
ANOD	ANODIZED	FDN	FOUNDATION	MTD	MOUNTED	STL	STEEL
		FE	FIRE EXTINGUISHER	MTL	METAL	STOR	STORAGE
		FEC	FIRE EXTINGUISHER CABINET	WTL	WATER	STRUC	STRUCTURAL
		FECB	FIRE EXTINGUISHER CABINET	NT	NOT APPLICABLE	SUSP	SUSPENDED
BD	BOARD	FIN	FINISH	NA	NOT IN CONTRACT	TC	TOP OF CURB
BLDG	BUILDING	FIN	FINISH	NOM	NOMINAL	TEL	TELEPHONE
BLKG	BLOCKING	FL	FLOOR	NTS	NOT TO SCALE	T&G	TONGUE AND GROOVE
BM	BENCH MARK	FO	FACE OF	OA	OVERALL	THK	THICK
BO	BOTTOM OF	FOM	FACE OF MASONRY	OC	ON CENTER	TOD	TOP OF DECK
BOT	BOTTOM	FOS	FACE OF STUD	OD	OVERFLOW DRAIN	TOS	TOP OF STRUCTURE
BTWN	BETWEEN	FRT	FIRE RETARDANT TREATED	OD	OUTSIDE	TJ	TOOL JOINT
		FTG	FOOTING	OD	OUTSIDE	TP	TOILET PAPER
C	CHANNEL	FURR	FURRING	OFC	OFFICE	TS	TUBE STEEL
CB	CATCH BASIN	GA	GAUGE/GAGE	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	TS	TYPICAL
CCTV	CLOSED CIRCUIT TV	GALV	GALVANIZED	UNFN	UNFINISHED	TYP	TYPICAL
CLR	CLEAR	GRAB	GRAB BAR	UNO	UNLESS NOTED OTHERWISE		
CLIP	CAST IN PLACE CONCRETE	OPNG	OPENING	VP	VAPOR BARRIER		
CLS	CEILING	OPP	OPPOSITE	VERT	VERTICAL		
CLU	CONCRETE MASONRY UNIT	OS	OUTSIDE	VEST	VESTIBULE		
CONT	CONTINUOUS	PL	PROPERTY LINE	VFY	VERIFY		
CORR	CORRIDOR	PLAS	PLASTER	W	WITH		
CR	CLASSROOM	PLAS	PLASTER	W/O	WITHOUT		
CSJ	CONSTRUCTION JOINT	PLAS	PLYWOOD	W/	WITH		
CSMT	CASEMENT	PLAS	PLYWOOD	W/O	WITHOUT		
CT	CERAMIC TILE	PLAS	PLYWOOD	W/	WITH		
CTR	CENTER	PLAS	PLYWOOD	W/	WITH		
		PLAS	PLYWOOD	W/	WITH		
		PLAS	PLYWOOD	W/	WITH		
DBL	DOUBLE	PF	PER SQUARE FOOT	W/O	WITHOUT		
DF	DRINKING FOUNTAIN	PF	PER SQUARE FOOT	W/	WITH		
DIAM	DIAMETER	PI	PRESSURE TREATED PAVEMENT	W/	WITH		
DIAG	DIAGONAL	R	RADIUS	W/	WITH		
DISP	DISPENSER	RD	ROOF DRAIN	WF	WIDE FLANGE		
DN	DOWN	REF	REFERENCE	WH	WATER HEATER		
DN	DAMPENING	REF	REFERENCE	WP	WATERPROOFING		
DR	DOOR	REQD	REQUIRED	WRB	WATER-RESISTIVE BARRIER		
DS	DOWNSPOUT	REV	REVISION				
DW	DISHWASHER	RM	ROOM				
DWG	DRAWING	RO	ROUGH OPENING				
		RCP	REFLECTED CEILING PLAN				
		SCH	SCHEDULE				
		SCH	SCHEDULE				
		SAHTS	SELF ADHERED HIGH TEMPERATURE SHEET				
		SC	SELF-ADHERED LAMINATE				
		SC	SELF-ADHERED LAMINATE				
		SECT	SECTION				
EX	EXISTING	SFM	SECTION				
EA	EACH	SFM	SECTION				
EJ	EXHAUST FAN	SFM	SECTION				
EF	EXPANSION JOINT	SFM	SECTION				
EL	ELEVATION	SFM	SECTION				
ELEC	ELECTRICAL	SFM	SECTION				
EJC	EXPANSION JOINT COVER	SFM	SECTION				

ARCHITECTURAL SYMBOLS



VICINITY MAP



Delegated Design components which require Deferred Submittals include, but are not limited to, the following:

1. Seismic Anchorage of Architectural Wood Casework, Section 06 41 00 - Architectural Wood Casework.
2. Metal Roof Panels, Section 07 41 13 - Metal Roof Panels.
3. Firestopping, Section 07 84 00 - Firestopping.
4. Seismic Anchorage for Acoustical Ceilings, Section 09 51 00 - Acoustical Ceilings.
5. Seismic Anchorage General Requirements, Section 13 48 53 - Seismic Anchorage Requirements.
6. Seismic Anchorage Divisions 21, 22, 23, 26, 27, and 28 equipment, hoods, panels and other components of mechanical, plumbing, gas and electrical systems.

Deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

JOAN AUSTIN ELEMENTARY SCHOOL RENOVATION 2023
 BID / PERMIT SET
 January 13, 2023
 Project #2010-155

BID / PERMIT SET

Project Manual for Joan Austin Elementary School Renovation 2023

Volume 1 | Divisions 00-14

Newberg Public Schools
714 E 6th St.
Newberg, OR 97132

Bid/Permit Set

January 13, 2023

Project Manual for Joan Austin Elementary School Renovation 2023

Newberg Public Schools
714 E 6th St,
Newberg, OR 97132

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, OR 97209 T 503 595 4900



January 13, 2023

TABLE OF CONTENTS

VOLUME 1

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 10 00	Invitation to Bid for Public Improvements
00 21 00	Instructions to Bidders
00 21 00	Pre-Bid Request for Information
00 31 00	Available Project Information
	Geotechnical Report
	Limited Pre-Renovation Asbestos Survey Report
00 41 00	Bid Form
00 43 50	First-Tier Subcontractor Disclosure Form
00 52 00	Agreement Form
	Sample Owner Contract.
00 61 00	Form of Bid Bond
00 61 50	Form of Payment Bond
00 62 00	Form of Performance Bond
00 62 50	Equal Opportunity
00 66 70	Contractor's Relations with Subcontractors
00 66 80	Lead Containing Materials
00 66 90	Asbestos Containing Materials
00 72 00	General Conditions
	General Terms and Conditions for Public Improvement Contracts
00 73 40	Public Contracting

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

01 10 00	Summary
01 13 31	Certificate of Compliance
01 13 32	Certificate of No Hazardous Materials
01 20 00	Price and Payment Procedures
01 23 00	Alternates
01 25 00	Substitution Procedures
01 25 01	Substitution Request Form
01 25 02	After Bid Substitution Request
01 26 00	Contract Modification Procedures
01 30 00	Administrative Requirements
01 32 00	Construction Progress Documentation
01 32 33	Photographic Documentation
01 40 00	Quality Requirements
01 40 05	Cutting and Patching
01 41 10	Safety Procedures
01 42 16	Definitions
01 50 00	Temporary Facilities and Controls
01 57 19	Temporary Environmental Controls
01 60 00	Product Requirements
01 70 00	Execution
01 71 23	Field Engineering
01 74 19	Construction Waste Management and Disposal
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 78 36	Warranty of Work After Final Payment
01 79 00	Demonstration and Training

DIVISION 02 -- EXISTING CONDITIONS
 02 41 00 Demolition

DIVISION 03 -- CONCRETE
 03 10 00 Concrete Forming and Accessories
 03 20 00 Concrete Reinforcing
 03 30 00 Cast-in-Place Concrete
 30 30 53 Miscellaneous Site Cast-in-Place Concrete
 03 35 43 Polished Concrete Finishing

DIVISION 04 -- MASONRY
 04 20 00 Unit Masonry

DIVISION 05 -- METALS
 05 12 00 Structural Steel Framing
 05 50 00 Metal Fabrications

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES
 06 10 00 Rough Carpentry
 06 15 00 Wood Decking
 06 18 00 Glued-Laminated Construction
 06 20 00 Finish Carpentry
 06 41 00 Architectural Wood Casework

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION
 07 19 00 Water Repellents
 07 41 13 Metal Roof Panels
 07 62 00 Sheet Metal Flashing and Trim
 07 84 00 Firestopping
 07 92 00 Joint Sealants

DIVISION 08 -- OPENINGS
 08 11 13 Hollow Metal Doors and Frames
 08 14 16 Flush Wood Doors
 08 43 13 Aluminum-Framed Storefronts
 08 71 00 Door Hardware
 08 71 01 Hardware Schedule
 08 80 00 Glazing
 08 87 23 Safety and Security Films

DIVISION 09 -- FINISHES
 09 00 01 Finish Legend
 09 21 16 Gypsum Board Assemblies
 09 51 00 Acoustical Ceilings
 09 51 53 Direct-Applied Acoustical Ceilings
 09 65 00 Resilient Flooring
 09 68 13 Tile Carpeting
 09 91 23 Interior Painting

DIVISION 10 -- SPECIALTIES
 10 11 00 Visual Display Units
 10 11 43 Tackable Wall Surfaces
 10 14 00 Signage

DIVISION 11 -- EQUIPMENT
 11 52 13 Projection Screens

DIVISION 12 -- FURNISHINGS
 12 24 00 Window Shades

DIVISION 13 -- SPECIAL CONSTRUCTION
 13 48 53 Seismic Anchorage Requirements

DIVISION 14 -- CONVEYING EQUIPMENT (NOT USED)

VOLUME 2

DIVISION 21 -- FIRE SUPPRESSION

- 21 05 00 Common Work Results for Fire Suppression
- 21 10 00 Water Based Fire Suppression Systems

DIVISION 22 -- PLUMBING

- 22 05 00 Common Work Results for Plumbing
- 22 05 23 General-Duty Valves and Specialties for Plumbing
- 22 05 29 Hangers Supports and Anchors for Plumbing
- 22 05 48 Vibration and Seismic Controls for Plumbing Piping and Equipment
- 22 05 53 Identification for Plumbing Piping and Equipment
- 22 05 90 Pressure Testing for Plumbing Systems
- 22 07 00 Insulation for Plumbing
- 22 21 13 Pipe and Pipe Fittings Plumbing
- 22 40 00 Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 23 05 00 Common Work Results for HVAC
- 23 05 29 Hangers, Supports, and Anchors for HVAC
- 23 05 53 Identification for HVAC Piping and Equipment
- 23 05 93 Testing, Adjusting, and Balancing for HVAC
- 23 07 00 Insulation for HVAC
- 23 31 01 HVAC Ducts and Casing-Low Pressure
- 23 33 00 Air Duct Accessories
- 23 37 00 Air Outlets and Inlets

DIVISION 26 -- ELECTRICAL

- 26 01 26 Maintenance Testing for Electrical Systems
- 26 05 00 Common Work Results for Electrical Systems
- 26 05 19 Low Voltage Electrical Power Conductors and Cables
- 26 05 26 Grounding and Bonding for Electrical Systems
- 26 05 33 Raceway and Boxes for Electrical Systems
- 26 05 34 Metal Clad Cable (Type MC) and Fittings
- 26 27 26 Wiring Devices
- 26 28 13 Fuses
- 26 28 16 Enclosed Switches and Circuit Breakers
- 26 50 00 Lighting

DIVISION 27 -- COMMUNICATIONS

- 27 02 00 Communications General Requirements
- 27 05 28 Pathways For Communications Systems
- 27 15 00 Communications Horizontal Cabling
- 27 51 13 Intercom Paging System

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- 28 00 00 Electronic Safety And Security Basic Requirements
- 28 10 00 Access Control

DIVISION 31 -- EARTHWORK

- 31 10 00 Site Clearing
- 31 20 00 Earth Moving

TABLE OF CONTENTS

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 12 16	Asphalt Paving
32 16 00	Portland Cement Concrete Curb, Gutters, Sidewalks, and Driveways
32 18 16.13	Playground Protective Surfacing
32 33 00	Site Furnishings
32 92 00	Lawns and Grasses
32 93 00	Plants
32 95 00	Establishment Maintenance

DIVISION 33 -- UTILITIES

33 41 00	Storm Utility Drainage Piping
33 46 00	Subdrainage

END OF TABLE OF CONTENTS

Project Manual for Joan Austin Elementary School Renovation 2023

Volume 2 | Divisions 21 - 33

Newberg Public Schools
714 E 6th St.
Newberg, OR 97132

Bid/Permit Set

January 13, 2023

TABLE OF CONTENTS

VOLUME 2

DIVISION 21 -- FIRE SUPPRESSION

- 21 05 00 Common Work Results for Fire Suppression
- 21 10 00 Water Based Fire Suppression Systems

DIVISION 22 -- PLUMBING

- 22 05 00 Common Work Results for Plumbing
- 22 05 23 General-Duty Valves and Specialties for Plumbing
- 22 05 29 Hangers Supports and Anchors for Plumbing
- 22 05 48 Vibration and Seismic Controls for Plumbing Piping and Equipment
- 22 05 53 Identification for Plumbing Piping and Equipment
- 22 05 90 Pressure Testing for Plumbing Systems
- 22 07 00 Insulation for Plumbing
- 22 21 13 Pipe and Pipe Fittings Plumbing
- 22 40 00 Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- 23 05 00 Common Work Results for HVAC
- 23 05 29 Hangers, Supports, and Anchors for HVAC
- 23 05 53 Identification for HVAC Piping and Equipment
- 23 05 93 Testing, Adjusting, and Balancing for HVAC
- 23 07 00 Insulation for HVAC
- 23 31 01 HVAC Ducts and Casing-Low Pressure
- 23 33 00 Air Duct Accessories
- 23 37 00 Air Outlets and Inlets

DIVISION 26 -- ELECTRICAL

- 26 01 26 Maintenance Testing for Electrical Systems
- 26 05 00 Common Work Results for Electrical Systems
- 26 05 19 Low Voltage Electrical Power Conductors and Cables
- 26 05 26 Grounding and Bonding for Electrical Systems
- 26 05 33 Raceway and Boxes for Electrical Systems
- 26 05 34 Metal Clad Cable (Type MC) and Fittings
- 26 27 26 Wiring Devices
- 26 28 13 Fuses
- 26 28 16 Enclosed Switches and Circuit Breakers
- 26 50 00 Lighting

DIVISION 27 -- COMMUNICATIONS

- 27 02 00 Communications General Requirements
- 27 05 28 Pathways For Communications Systems
- 27 15 00 Communications Horizontal Cabling
- 27 51 13 Intercom Paging System

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- 28 00 00 Electronic Safety And Security Basic Requirements
- 28 10 00 Access Control

DIVISION 31 -- EARTHWORK

- 31 10 00 Site Clearing
- 31 20 00 Earth Moving

DIVISION 32 -- EXTERIOR IMPROVEMENTS

- 32 12 16 Asphalt Paving
- 32 16 00 Portland Cement Concrete Curb, Gutters, Sidewalks, and Driveways
- 32 18 16.13 Playground Protective Surfacing
- 32 33 00 Site Furnishings
- 32 92 00 Lawns and Grasses

TABLE OF CONTENTS

32 93 00	Plants
32 95 00	Establishment Maintenance
DIVISION 33 -- UTILITIES	
33 41 00	Storm Utility Drainage Piping
33 46 00	Subdrainage

END OF TABLE OF CONTENTS

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

1/24/2023

**ADDENDUM NUMBER ONE
FOR
NEWBERG SCHOOL DISTRICT
JOAN AUSTIN ELEMENTARY SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 13, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL

TABLE OF CONTENTS

1. Add Section 07 25 00 – Weather Barriers to the Table of Contents. Copy attached hereto.

SECTION 06 20 00 – Finish Carpentry:

1. Article 2.07: Add new Paragraph C reading as follows:

“C. Panel Clips: 6005A aluminum clips, 1/4 inch thick by full length of panel.

1. Available Product: Panelclip manufactured by Brooklyn Hardware LLC Manufacturing.”

2. Article 2.08: Add new Paragraph B, reading as follows:

“B. Corner Trim for Plastic Laminate Panels at Reception Desk:

1. "X" Millwork Reveal Outside Corner MWROSC50 manufactured by Fry Reglet Corporation: www.fryreglet.com.”

3. Article 2.12: Add new Paragraph K.1. and 2 reading as follows:

- a. Install plastic laminate facing on panel clips as detailed. Provide screw type and spacing as recommended by installer for each panel size.
- b. Provide Millwork Reveal at outside corners as detailed.

4. Refer to Revised Section 06 20 00 attached hereto.

SECTION 07 25 00 – Weather Barriers:

1. Add Section 07 25 00 – Weather Barriers, copy attached hereto.

ITEM II – DRAWINGS

SHEET T0.00 – SYMBOL LIST AND GENERAL NOTES - TECHNOLOGY

1. Technology responsibility matrix updated to note access control systems as OFCI.

SHEET T1.01 – LEVEL 1 – OVERALL DEMO FLOOR PLAN - TECHNOLOGY

1. Location of existing paging head-end identified in MDF room.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

N/A

ITEM IV – ATTACHMENTS

1. Specifications: Table of Contents, Section 06 20 00, 07 25 00.
2. Drawings: T0.00, T1.01

ITEM V – BIDDER – SUPPLIER QUESTIONS AND CLARIFICATIONS

The following information is included in response to written requests for clarification. Responses in this section of the Addendum DO NOT IMPACT the original Drawings and Specifications.

1. **QUESTION:** I cannot find a section or elevation that shows us FF to bottom of roof / 2nd floor framing.
a. I do see a note that the Simpson deflector screws are only good for walls up to 14'
RESPONSE: Measurements taken from as-built drawings of the existing admin office indicate 11'-11" to 12'-8" from finish floor to underside of structure. BRIC will provide a note or a section to this effect in the drawings to be issued with Addendum 02
2. **QUESTION:** Acoustical ceilings are called out as delegated design component, however BRIC has already included the detail 4 / A9.40 illustrating what we need for seismic. They just need to add the engineering stamp and it's done. Otherwise we'd need to add \$2,500 + to engineer & re-draw the exact same detail by a different firm. Structural is already onboard for this one as well.
RESPONSE: Delegated design is still required. The scope of ceiling work may include unforeseen or unknown conditions, and the design requires structural calculations and a stamp.
3. **QUESTION:** Can you confirm whether the Covered Play area gets sprinklered on the Joan Austin ES 2023 Improvements project? If so, are there as-built fire sprinkler drawings that bidders can have access to?
RESPONSE: We understand that the Covered Play does not require sprinklers.
4. **QUESTION** In Section 096500, 3.04 calls out for a custom linoleum inlay. The plans do not show a picture or detail for this. Could this detail be provided?
RESPONSE: The custom linoleum inlay refers to letters to match the existing. Please see 3/A4.01
5. **QUESTION:** Location of existing head-end for paging system?
RESPONSE: The location is in the existing MDF room adjacent to the proposed makerspace. Please refer to the revised T1.01 issued with Addendum 01.

6. **QUESTION:** Will background checks be required?
RESPONSE: [FROM OWNERS REP CORNERSTONE] Yes, background checks will be required of all persons working on site. The general contractor will run all background checks. The site superintendent for the GC will need to run through a background check specific to the school district in order to check out an access badge and keys.
7. **QUESTION:** What permits will the district be submitting for specifically?
RESPONSE: [FROM OWNERS REP CORNERSTONE] The district will submit to the city of Newberg for the building, plumbing, mechanical, and site permits related to covered play or storm water mitigation as shown in drawings. Awarded contractor responsible for applying for and obtaining the electrical, low voltage, and any deferred submittal permits.
8. **CLARIFICATION:** There is an erroneous reference to a bid alternate 2 in the drawings. This should have been noted as bid alternate 1 as there is only (1) bid alternate. The scope of this bid alternate shall be clarified in the drawings to be issued in addendum 2. The general scope of this work includes an alternate configuration of the south wall of the makerspace to provide a new door in a glazed hollow metal system, requiring the removal of an existing display case, patching the flooring at that location, and building a new shallow display case across from the admin office.

ITEM IV – SUBSTITUTIONS

The following manufacturers and products are acceptable subject to full compliance with all specified requirements and as further noted herein.

<u>SECTION</u>	<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>REMARKS</u>
22 40 00	Striem	USI-1180 Solids interceptor	

BIDDER SHALL NOTIFY ALL SUB-BIDDERS OF THIS ADDENDUM AND SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING THE ABOVE ADDENDUM NUMBER IN THE SPACE PROVIDED ON THE BID FORM PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

END OF ADDENDUM NUMBER ONE

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

1/27/2023

**ADDENDUM NUMBER TWO
FOR
NEWBERG SCHOOL DISTRICT
JOAN AUSTIN ELEMENTARY SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 13, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL

NA

ITEM II – DRAWINGS

SHEET A4.01 – FINISH PLAN

1. Bid Alternate 1 flooring finish clarified.

SHEET A5.10 – INTERIOR ELEVATIONS

1. Height to underside of (E) structure noted in selected room elevations.

SHEET A9.70 – SIGNAGE SCHEDULE

1. Unused signage type removed.

SHEET P2.11 – ENLARGED PLAN - PLUMBING

1. Extents of area of modification of sprinkler system modified.
2. Spacing noted for sprinkler heads next to existing interior windows.

SHEET E1.01 – PARTIAL ELECTRICAL DEMOLITION FLOOR PLAN

1. Revised selection of lighting fixtures for salvage.

SHEET E3.01 – PARTIAL LIGHTING FLOOR PLAN

1. Salvaged exit lighting indicated for reinstallation.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

1. HMS Commercial Service was pre-selected to be Newberg School District's preferred controls vendor through an RFP process. Please reach out to Jeff Hanken:

Jeff Hanken
HMS Commercial Service, Inc.
Email: jeffh@hmsinc.us
Office (503) 220-0394
Fax (503) 841-6245
Cell (971) 204-3625

2. To help bidders understand scope and existing conditions, architectural and technology reflected ceiling plans from as-built documents will be provided to bidders via Smartsheet.

ITEM IV – ATTACHMENTS

1. Drawings: A4.01, A5.10, A9.70, P2.11, E1.01, E3.01
2. Owner-provided 2003 As-Built Drawings: A201A, A201B, A202A, A202B, T001, T101A, T101B, T102A, T102B

ITEM V – BIDDER – SUPPLIER QUESTIONS AND CLARIFICATIONS

The following information is included in response to written requests for clarification. Responses in this section of the Addendum DO NOT IMPACT the original Drawings and Specifications.

1. **QUESTION:** Fire Sprinklers are listed on the plumbing sheets with no information provided as to the existing system or ceiling conditions. How are the subs to produce comparable fire sprinkler quotes for design-build with a plan that highlights an overall are but shows no actual information? There is a detail specification but no drawings to support the work.
RESPONSE: As-built and record drawings of existing ceilings will be provided to bidders via Smartsheet.

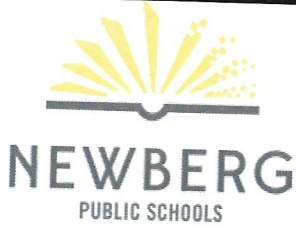
ITEM IV – SUBSTITUTIONS

The following manufacturers and products are acceptable subject to full compliance with all specified requirements and as further noted herein.

<u>SECTION</u>	<u>MANUFACTURER</u>	<u>PRODUCT</u>	<u>REMARKS</u>
01 64 00	TT & L	Metal Roof Panels	Metal coil supplier to provide sample certificate to show proof of testing to meet finish and core specifications with product submittal.

BIDDER SHALL NOTIFY ALL SUB-BIDDERS OF THIS ADDENDUM AND SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING THE ABOVE ADDENDUM NUMBER IN THE SPACE PROVIDED ON THE BID FORM PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

END OF ADDENDUM NUMBER ONE



BID FORM
DIVISION 00 * DOCUMENT 00 41 00

Newberg School District • 714 E. 6th St • Newberg, Oregon 97132 • (503) 554 5000

Bid TO: Dr. Stephen Phillips, Superintendent
714 E. 6th St
Newberg, Oregon 97132

Bids DUE: February 2, 2023, 2:00 PM (unless changed by Addenda)

PROJECT: Joan Austin ES 2023 Improvements

Start of Project: June 19, 2023

Substantial Completion: August 18, 2023

Final Completion: August 25, 2023

1. The undersigned,

NAME of FIRM: Brockamp & Jaeger, Inc.

after having carefully examined the bidding documents and addenda numbered 1 through 2 inclusive, as well as the work site and conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and all other work, required by and in strict conformance with the above documents, necessary to complete the project for the stipulated sum of:

Base Bid:

TOTAL (Figures) \$ 1,265,471. Dollars

TOTAL (Words) one million, two hundred and sixty-five thousand, four hundred and seventy-one and zero cents Dollars

Alternate 1: Description: Display Case and Rated wall Assembly

TOTAL (Figures) \$ 58,036 Dollars

TOTAL (Words) Fifty-eight thousand and thirty-six Dollars

2. The undersigned agrees to maintain the proposal price for a period of 30 calendar days after bid opening.
3. The undersigned agrees, if awarded a contract, to complete all work as shown in the Contract Documents by the substantial completion date listed above.

- 12. If applicable the first tier subcontractor disclosure form is due 2 hours after bid are due.
- 13. Submittals are due promptly after Letter of Intent. A Pre-Construction Meeting will be held prior to commencement, Weekly Construction meetings are required.
- 14. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055 and/or the State Landscape Contractors Board licensed number, and disclose the appropriate numbers. Failure to register and disclose the numbers, as applicable, will make the bid unresponsive and it will be rejected. The Undersigned hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005 are or will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 or State Landscape Contractors Board, as applicable, at the time the subcontractor(s) made a bid to work under the contract.
- 15. Oregon Business Registration: To transact business in the State of Oregon, a Bidder must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space:

Corporate Registration X
 Assumed Business Name Registration _____

16. Any Bid of a contractor or subcontract listed on BOLI's list of Ineligible Contractors will be rejected.

SIGNATURES

Oregon Construction Contractor's Board No. 30

State Landscape Contractors Board No. _____ (if applicable for the project)

NAME OF FIRM Brockamp & Jaeger, Inc.

ADDRESS 15796 S. Boardwalk, Oregon City, OR 97045

FEDERAL TAX ID 93-0511742

TELEPHONE NO. 503-655-9151

Cell NO. 503-849-2576 (Craig Shearmire)

SIGNATURE 1) _____
 Sole Individual – Signature

2) _____
 Sole Individual – Printed Name

or 2) _____
 Partner

or 3) *[Signature]*
 Authorized Officer of Corporation – Signature

 Craig Shearmire, Vice President
 Authorized Officer of Corporation – Printed Name

 [Signature]
 Attested: Secretary of Corporation



(SEAL)

**DOCUMENT 00 61 00
FORM OF BID BOND**

BID BOND
(Bond No. N/A)

We, Brockamp & Jaeger, Inc., as "Principal"
(Name of Principal)

and Old Republic Surety Company an Wisconsin Corporation
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Newberg School District ("Oblige") the sum of (\$ ----- 10% -----)

Ten percent of the total amount bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Oblige in response to Oblige's procurement document (No. Project No. 22101-155) for the project identified as:

Joan Austin ES 2023 which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Oblige its good and sufficient performance and payment bonds required by Oblige, as well as any required proof of insurance, within the time fixed by Oblige, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 31st day of January, 2023.

PRINCIPAL: Brockamp & Jaeger, Inc.

SURETY: Old Republic Surety Company

By [Signature]
Signature

BY ATTORNEY-IN-FACT:

VP / CORPORATE SECRETARY
Official Capacity

Kristine E. Calvin
Name

Attest: [Signature]
Corporation Secretary

[Signature]
Signature

1211 SW 5th Avenue, Suite 2800

Portland OR 97204
City State Zip

503-224-5170 503-542-0623
Phone Fax

END OF DOCUMENT

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Gregory C. Ryerson, Kristine E. Calvin, Kerrie Denner, Katrina M. Green of Portland, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of March, 2020


 Assistant Secretary



OLD REPUBLIC SURETY COMPANY


 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




 Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 4600



Signed and sealed at the City of Brookfield, WI this 31st day of January, 2023


 Assistant Secretary

ORSC 22262 (3-06)



FIRST-TIER SUBCONTRACTOR FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	Joan Austin ES 2023 Improvements					
Bid # 2022-217	Closing Date:	2/2/23	Time:	2:00	AM	X PM
Disclosure Deadline:	Date:	2/2/23	Time	4:00	AM	X PM
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>Standard Concrete Construction</u>	<u>Concrete</u>	<u>\$ 66,933.00</u>
2.	<u>KB Contracting, LLC.</u>	<u>Framing</u>	<u>\$ 109,500</u>
3.	<u>Kriegsco Manufacturing</u>	<u>Casework</u>	<u>\$ 72,796</u>
4.	<u>Farnham Electric</u>	<u>Div. 26-28</u>	<u>\$ 251,869</u>
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Brockamp & Jaeger, Inc.

Contact Name: Craig Shearmire Phone #: 503-655-9151

**EXHIBIT 3
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete A or B below

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.


Signature

Craig Shearmire, Vice President
Title

02/09/23
Date

OR

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

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

**Exhibit 4:
Insurance Requirements**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027**. **THIS COVERAGE IS REQUIRED.** Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.
 Required by District Not required by District By: Date:

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$100,000, \$500,000, \$1,000,000, \$5,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by District Not required by District By: Date:

Builders All-Risk The District will provide this insurance

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. **For commercial general liability, the Certificate and by this Contract, shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract.** Complete copies of insurance policies shall be provided to the District.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Durham and Bates Insurance 1211 SW 5th Ave. Ste 2800 Portland OR 97204	CONTACT NAME: Kristi Calvin PHONE (A/C. No. Ext): 503-241-9219 E-MAIL ADDRESS: kristic@dbates.com		FAX (A/C. No): 503-542-0623
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Brockamp & Jaeger, Inc. 15796 S Boardwalk Ave Oregon City OR 97045	INSURER A : Crum & Forster Indemnity Company		31348
	INSURER B : The North River Insurance Company		21105
	INSURER C : Saif Corporation		36196
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 463389141

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			543-231163-8	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			133-751649-6	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			582-118480-8	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	522144	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Joan Austin ES 2023 Improvements, Contract Number: 2023-0202. General Liability and Automobile Liability blanket additional insured per policy forms attached.

CERTIFICATE HOLDER**CANCELLATION**

Newberg School District
 714 E Sixth St
 Newberg OR 97132

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

- | | |
|---|--|
| 1. Broadened Insured Status | 14. Audio, Visual, And Data Electronic Equipment |
|  2. Blanket Additional Insured When Required Under Written Contract | 15. Loan/Lease Payoff Coverage |
| 3. Employee Hired Autos Liability Coverage | 16. Airbag Coverage |
| 4. Employees As Insureds | 17. Multiple Deductible Protection – Covered “Auto” And Trailer |
| 5. Coverage Extensions – Supplementary Payments | 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss |
| 6. Limited Fellow Employee Coverage | 19. Non-Owned Auto Waiver Of Subrogation |
| 7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage) | 20. Blanket Waiver Of Subrogation When Required Under Written Contract  |
| 8. Custom Signs And Decoration | 21. Coverage Territory – Short Term Hired Commercial “Autos” |
| 9. Extended Towing Coverage | 22. Limited Mexico Coverage |
| 10. Glass Breakage | 23. Unintentional Failure To Disclose Hazards |
| 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles | 24. Mental Anguish Resulting From “Bodily Injury” |
| 12. Extra Expense – Stolen Vehicles | 25. Waiver Of Sovereign Immunity |
| 13. Personal Effects Coverage | 26. Application Of This Endorsement |

1. Broadened Insured Status

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision 1.A. does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision 1.B.:

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
 - a. A joint venture or partnership; or
 - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Blanket Additional Insured When Required Under Written Contract

Paragraph A.1. Who Is An Insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph a. of Condition 5. Other Insurance of Part B. General Conditions under Section IV – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision 2. of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between

you and the additional insured specifically requires that this insurance be primary.

3. Employee Hired Autos Liability Coverage

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

4. Employees As Insureds

The following is added to the Section II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

5. Coverage Extensions - Supplementary Payments

Paragraphs a.(2) and a.(4) under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph 2.a. Supplementary Payments are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$5,000; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$1,000 per day.

6. Limited Fellow Employee Coverage

The following is added to Subparagraph 5. Fellow Employee under Paragraph B. Exclusions in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

Such coverage as is afforded by this provision is excess over any other collectible insurance.

7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)

The following is added to Subparagraph 1. under Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

5. A member, if you are a limited liability company.

19. Non-Owned Auto Waiver Of Subrogation

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS:

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

20. Blanket Waiver Of Subrogation When Required Under Written Contract

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
 - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
 - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

21. Coverage Territory - Short Term Hired Commercial "Autos"

Paragraph 7. Policy Period, Coverage Territory under Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered "auto" of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SCHEDULED AND BLANKET ADDITIONAL INSURED'S ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Persons or Organizations:	Designated Projects or Locations:

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization that you are required by “written contract” to add as an additional insured on this policy. In addition, if a person or organization is scheduled above, **Who Is An Insured** is amended to also include that person or organization as an additional insured.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to:
 - a. Liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured as specified in the “written contract”; or
 - b. “Bodily injury” or “property damage” included within the “products-completed operations hazard” and caused in whole or in part by “your work” specified in the “written contract”, but only if:
 - (1) The “written contract” requires you to provide the additional insured such coverage;
 - (2) This policy provides such coverage; and
 - (3) The loss occurs within the period of time required by the “written contract” and prior to the expiration date of the policy.
2. This policy will not provide the additional insured with any broader coverage or any higher limit of insurance than the lesser of:
 - a. Coverage afforded under this policy; or
 - b. Coverage required by the “written contract”.
3. Coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether on a primary, excess, contingent or any other basis, unless the “written contract” requires that

this insurance apply on a primary and non-contributory basis.

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. An architect's, engineer's or surveyor's rendering of, or the failure to render any professional services, including:
 - (1) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervision or inspection performed as part of any related architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this policy.

C. Section IV – Commercial General Liability Conditions is amended as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us prompt written notice of any "occurrence" or offense which may result in a claim or "suit" under this insurance, and of any actual claim or "suit";
- (2) Except as provided in Paragraph **B.3.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- (3) Immediately forward all legal papers to us, cooperate with us in the investigation, defense, or settlement of the claim or "suit", and otherwise comply with the policy conditions; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer whose policy may provide coverage for a loss covered under this endorsement including, but not limited to, any insurer that has issued a policy under which the additional insured qualifies as an insured; however, if the "written contract" requires this insurance to be primary and non-contributory, this provision does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D. Only for the purpose of the insurance provided by this endorsement, **Section V – Definitions** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was signed and executed prior to the "bodily injury" or "property damage" or "personal

and advertising injury” for which coverage under this policy is sought by the additional insured.

All other terms and conditions remain unchanged.

EXHIBIT 5
Payment and Performance Bonds

**DOCUMENT 00 62 00
FORM OF PERFORMANCE BOND**

PERFORMANCE BOND
(Bond No. YCN7310162)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Brockamp & Jaeger, Inc. as Principal and Old Republic Surety Company as Surety, a corporation organized and existing under the laws of the state of Wisconsin, are held and bound unto Newberg School District and its heirs, executors, administrators, and assigns as Oblige, in the penal sum of ** See Below Dollars (\$ 1,265,471.00), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

**** One million two hundred sixty five thousand four hundred seventy one and 00/100---**

WHEREAS Principal has entered into a Construction Contract ("Contract") dated February 6, 2023 with Oblige for Joan Austin ES 2023 Improvements ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall faithfully, punctually and completely perform and abide with the covenants, terms, conditions and provisions of said Contract and any extensions thereof in all respects and within the time prescribed therein, including, but not limited to, the terms of any warranty and guarantee required under the said Contract; shall pay all laborers, mechanics, subcontractors, material and equipment suppliers and all persons supplying to Principal or its subcontractors and suppliers at any tier labor, materials, supplies or equipment for the prosecution of the work or any part thereof; shall fully defend, indemnify and hold Oblige harmless from all cost and damage that Oblige may suffer by reason of Principal's failure to do so; and shall in all respects perform said Contract according to applicable law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Oblige does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Architect, consultants and subcontractors or Contractor's use of Project funds.

No prepayment or delay in payment and no change, extension, assignment, addition or alteration of any provision of said Contract and no forbearance on the part of Oblige shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

DOCUMENT 00 62 00
FORM OF PERFORMANCE BOND

In the event arbitration, litigation or any other proceeding is brought upon this bond by Oblige and judgment or award is entered in Oblige's favor, Surety shall pay all of Oblige's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees.

In the event there is an arbitration clause in said Contract, Surety agrees to participate in and to be bound by any such arbitration to the same extent Principal is bound.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige or its heirs, executors, administrators, successors or assigns.

Brockamp & Jaeger, Inc.

PRINCIPAL



Title CRAG SHERMAN, VP/ CORP. SECRETARY

15796 S Boardwalk Ave., Oregon City, OR 97045

Address

Old Republic Surety Company

SURETY



Title Kristine E. Calvin, Attorney-in-Fact

P.O. Box 1635, Milwaukee, WI 53201

Address

N/A

COUNTERSIGNED

Gregory C. Ryerson, Durham and Bates Agencies, Inc.

Resident Agent

1211 SW 5th Avenue, Suite 2800

Address

Portland

OR

97204

City

State

Zip

503-224-5170

503-542-0623

Phone

Fax

END OF DOCUMENT

**DOCUMENT 00 61 50
FORM OF PAYMENT BOND**

PAYMENT BOND
(Bond No. YCN7310162)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Brockamp & Jaeger, Inc. _____ as Principal and Old Republic Surety Company _____ as Surety, a corporation organized and existing under the laws of the state of Wisconsin, are held and bound unto Newberg School District and its heirs, executors, administrators, and assigns as Oblige, for the use and benefit of all persons or entities that provide labor, materials, equipment or supplies for use under the Contract described below, in the penal sum of ** See below Dollars (\$1,265,471.00), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally. ** One million two hundred sixty five thousand four hundred seventy one and 00/100--

WHEREAS the Principal has entered into a Construction Contract ("Contract") dated February 6, 2023 with Oblige for the Joan Austin ES 2023 Improvements project ("Project"), which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall promptly make payment to all persons or entities that provide labor, material, equipment or supplies for use under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In any event, this obligation shall remain in full force and effect for the applicable period of limitations or repose, whichever is longer.

Surety acknowledges that Oblige does not owe any duty to Surety to advise, notify or consult with Surety on any matters relating to the Principal or the Project, including, but not limited to, Principal's payments to Architect, subcontractors or Principal's use of Project funds.

Principal and Surety hereby jointly and severally agree that any person or entity that provides labor, material, equipment or supplies for use under said Contract and has not been paid in full within the applicable time period set forth in ORS 279C.605 may sue on this bond for the use of such person or entity, prosecute the suit to final judgment for such sums as may be justly due and owing claimant and have execution thereon. Oblige shall not be liable for the payment of any damages, costs or expenses (including attorney fees) awarded in any such suit.

No prepayment or delay in payment and no change, extension, assignment, addition or alteration of any provision of said Contract and no forbearance on the part of Oblige shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Oblige and judgment or award is entered in Oblige's favor, Surety shall pay all of Oblige's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees.

Except as expressly provided above, no right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige or its heirs, executors, administrators, successors or assigns.

Executed this 9th day of February, 2023.

Brockamp & Jaeger, Inc.

PRINCIPAL

Title CRAIG SHEARMAN, VP/CORP. SECRETARY

15796 S Boardwalk Ave., Oregon City, OR 97045

Address

Old Republic Surety Company

SURETY

Title Kristine E. Calvin, Attorney-in-Fact

P.O. Box 1635, Milwaukee, WI 53201

Address

N/A

COUNTERSIGNED

Gregory C. Ryerson, Durham and Bates Agencies, Inc.

Resident Agent

1211 SW 5th Avenue, Suite 2800, Portland OR 97204

Address

END OF DOCUMENT



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Gregory C. Ryerson, Kristine E. Calvin, Kerrie Denner, Katrina M. Green of Portland, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of March, 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



77 4600

Signed and sealed at the City of Brookfield, WI this 9th day of February, 2023

Karen J. Haffner
Assistant Secretary



Newberg School District 29J

Board Meeting Date: February 28th, 2023

ITEM: Mabel Rush ES 2023 Improvements

PRESENTER: Chair Dave Brown

ACTION

Accept the small construction project contract for Mabel Rush ES 2023 Improvements with Brockamp and Jaeger, Inc. as outlined.

RECOMMENDATION:


Move that the Newberg School District Board of Directors approve the Small Construction Project contract for the Mabel Rush ES 2023 Improvements with contractor Brockamp and Jaeger, Inc as presented.



BID TABULATION FORM

Mabel Rush ES 2023 Improvements
 OPEN: February 14, 2023 @ 2:00pm

BID PROVIDER	Signed	Add - 3 Ack.	Bid Bond	Base Bid	Alternate 1 (Reroof gym w/ BUR)	Alternate 2 (Reroof school w/ shingle & PVC)	Alternate 3 (Reroof school w/ shingle, PVC, BUR)	1st Tier Disclosure
1 Brockamp & Jaeger	x	x	x	\$1,926,988	\$45,252	\$1,009,057	\$1,214,607	x
2 Five Star Builders	x	x	x	\$2,207,260	-\$4,949	\$1,012,280	\$1,185,070	x
3 Par-Tech Construction	x	x	x	\$2,255,993	\$181,280	\$957,400	\$1,533,200	x
4 Ross Builders NW	x	x	x	\$2,099,382	\$179,384	\$1,229,935	\$1,391,291	x
5								


 OWNER Representative: Casey Cunningham *Becca Van der Walle*


 WITNESS: Larry Hampton, NSD

**NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between NEWBERG SCHOOL DISTRICT NO. 29J, NEWBERG, OREGON ("District") and Brockamp & Jaeger, Inc. ("Contractor").

Project: Mabel Rush ES 2023 Improvements

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be June 19, 2023 or the date on which each party has signed this Contract, whichever is later. The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than August 18, 2023, with final completion no later than August 25, 2023.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in **Exhibit 2**.

Statement of Work. Contractor shall perform the Work described in **Exhibit 2**.

Payment for Work. District agrees to pay Contractor in accordance with **Exhibit 2** and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including **Exhibit 1** (District's Solicitation Document and attachments); **Exhibit 2** (Statement of Work, Compensation, Payment and Renewal Terms); **Exhibit 3** (Certification Statement for Corporation or Independent Contractor); **Exhibit 4** (Insurance Requirements); Additional Exhibits:

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

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts.** District reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions District may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on District.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of District.
4. **Other Contractors.** District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.
6. **No Third-Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, District, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this Section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of District, District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that District may have against Contractor.

- ii. If terminated under 9(c) by Contractor due to a breach by District, then District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - iii. If terminated under 9(c) or 9(d) by District due to a breach by Contractor, then District shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which District is entitled.
- 10. Payment of Invoices.** Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by District, whichever is earlier. District may withhold 5% of each payment as retainage pursuant to ORS 279C.570. Retainage will be paid within 30 days of final completion per Architects or Owners representative approval and acceptance by District.
- 11. Changes in the Work.** District reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by District and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
- 12. Inspection and Acceptance of Work.** District shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to District.
- 13. Right to Withhold Payments.** District shall have the right to withhold from payments due Contractor such sums as necessary, in District's sole opinion, to protect District against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, District shall have the right to withhold from payments due Contractor such sums as are required to satisfy District's claims under that provision.
- 14. Knowledge of Site Conditions.** Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify District in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.
- 15. Special Care.** Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.
- 16. District's Right to Stop the Work.**
- a. If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, District may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
 - b. If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, District may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
 - c. Notwithstanding any other provision, District's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.
- 17. Performance of the Work.** Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Architect or District's Representative. Conflicts between manufacturers' directions shall be resolved by Architect.
- 18. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- a. If terminated under 9(c) by District due to a breach by Contractor, District may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to District the amount of the reasonable excess.
 - b. In addition to the remedies in sections 9 and 13 for a breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.
 - c. If District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.
- 19. Claims.**
- a. **Time Limits on Claims:** Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to Architect and the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
 - b. **Continuing Contract Performance:** Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and District shall continue to make payments in accordance with the Contract Documents.
 - c. **Claims for Additional Costs:** If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify District.
 - d. **Claims for Additional Time:** If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- 20. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following:
- a. **ORS 279A.110:** Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - a. **ORS 279C.380:** Unless exempted by District in writing pursuant to District's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to District a good and sufficient performance bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price for the

- faithful performance of the Contract, and shall execute and deliver to District a good and sufficient payment bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
- b. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
 - c. ORS 279C.510: If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - d. ORS 279C.515: If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this Section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

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

- e. ORS 279C.520: Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
 - i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard,

- Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
- ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
- iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and port districts.
- iv. Tribal Governments.

- g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.

- h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
 - i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
 - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by District. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by District, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to

include a similar clause in each contract with a lower-tiered subcontractor or supplier.

j. ORS 279C.800 to 279C.870:

i. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. If this Contract is subject to payment of prevailing wages, Contractor and any subcontractors shall pay not less than prevailing wages to each worker in each trade or occupation employed in the performance of the Contract, as determined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI"). The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, the January 5, 2023 PWR Apprenticeship Rates, and any published amendments. Such publications can be reviewed electronically at

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the Contract Documents.

ii. This Contract is not subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection k(i) of this Section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage, as determined by the Director of BOLI. The "applicable prevailing wage rates" are those rates as set forth in the Bureau of Labor and Industries Publications "Prevailing Wage Rates for Public Works Contracts subject to BOTH the State PWR and Federal Davis Bacon Act," and any published "Amendments/Corrections to the Prevailing Wage Rates for Public Works Contracts Subject to BOTH the State PWR and Federal Davis Bacon Act" as of the date of this Contract. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_db2.shtml and are hereby incorporated as part of the Contract Documents.

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

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

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

i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).

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

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

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

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

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

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

21. When Work Is Performed on District Property (Including Schools) Contractor Shall Comply With the Following:

a. Identification Contractor performing work on District Property or for District shall carry photo identification and will present such, to anyone on request. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.

b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.

c. No Smoking. Smoking or other use of tobacco is prohibited on the District property..

d. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

22. When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:

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

b. Confidentiality. The Parties recognize that the Federal Education Privacy Rights Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

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

- 24. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delays and without additional cost.
- 25. Access to Records.** Contractor agrees that District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
- 26. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 27. Ownership of Work.** All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of District. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. District shall have no rights in any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only. If this Contract is terminated by either party or by default, District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 28. Warranty.**
- Contractor warrants to District and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or District, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment from District, whichever is later.
 - If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, District may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of District or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies District may have.
 - Contractor shall assign all manufacturers' warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of District.
- Contractor shall provide District with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by District.
- 29. Employees of Contractor.** At the direction of District, Contractor will immediately remove any employee of Contractor from all District premises where District determines, in its sole discretion, that removal of such employee would be in the best interests of District.
- 30. Security.** Any disclosure or removal of any matter and/or property, not in conjunction with the specifications, on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
- 31. Indemnification.**
- To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, Architect, Architect's consultants, owners representative and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
 - In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under subsection a of this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 32. Insurance.** Unless otherwise provided below, Contractor shall at all times maintain in force at Contractor's expense, the following insurance coverage:
- Workers' Compensation:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027.
 - Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by District. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 combined single limit.
 - Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by District. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - Builders All-Risk:** Not required – District provides coverage.
 - Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of

- at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- f. **Certificate of Insurance:** Contractor shall furnish to District a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on form CG 32 63 10 05. SEE EXHIBIT 4. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to District. Each certificate shall also state the relevant deductible or retention level. For general and automobile liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by District, Contractor shall also provide complete copies of insurance policies to District.
- 33. Notice of Injury or Damage to Person or Property.** If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to District's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable District and any other party affected to investigate the matter.
- 34. Waiver.** Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 35. Arbitration.**
- Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall, after decision by Architect or 30 days after submission of the Claim to Architect, be subject to arbitration. At any time, party(ies) may endeavor to resolve disputes by mediation.
 - Claims shall be decided by arbitration that, unless the parties mutually agree otherwise, shall be in accordance with the rules of the Arbitration Service of Portland, Inc. The demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Service of Portland, Inc., and a copy shall be filed with Architect. Exclusive venue for arbitration shall be in Portland, Oregon.
 - A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- 36. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and the Public Contracting Rules of District as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not subject to arbitration must be brought in Yamhill County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 37. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 38. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 39. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 40. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under Section 33 of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, or arbitrator may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.
- 41. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 42. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID# or Social Security _____

CCB# _____

Is Contractor a nonresident alien? Yes No

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

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

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

Signature Title

Name (please print) Date

NOTE: Contractor must also sign Exhibit 3

Newberg School District No. 29J

SIGNATURE

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

Signature Title

Name (please print) Date



Invitation to Bid for Public Improvements

DIVISION 00 * SECTION 00 10 00

Newberg School District • 714 E 6th St • Newberg, Oregon 97132 • (503) 554 5000

1.0 Issue Date: January 23, 2023

1.1 List of Pre-Qualified General Contractors:

- 2KG
- Bremik
- Brockamp & Jaeger
- Emerick
- Five Star Builders
- Inline Construction
- Lease Crutcher Lewis
- P&C Construction
- Par Tech
- Pence
- Perlo
- Robinson Construction
- Ross Builders NW
- Skanska
- Triplett Wellman

2.0 Project Name: Mabel Rush ES 2023 Improvements

2.1 Project Address:

Mabel Rush Elementary School
1441 Deborah Rd., Newberg, OR 97132

3.0 Description of Projects:

Mabel Rush ES 2023 Improvements

- Secure Vestibule
- Front office remodel
- Gym Seismic Upgrades
- PA Upgrades
- New Chiller / Cooling Tower
- 2 New RTUs
- New casework, plumbing, and mechanical at maker space
- Roofing

4.0 Project Manager: Becca VandeWalle

4.1 Project Manager Phone: 503-415-0468 Project Manager Email: beccav@cornerstonemgi.com

5.0 Owner: Newberg School District (District)

5.1 Owner's Representative: Dr. Stephen Phillips, Superintendent

6.0 Architect: BRIC Architecture, Inc.

7.0 Mandatory Pre-Bid Conference Date and Time: Wednesday, January 25, 2023 @ 2:45pm

7.1 Mandatory Pre-Bid Conference Location: Mabel Rush ES – 1441 Deborah Rd., Newberg OR 97132

7.2 The Consultant and District representative will be present to conduct the tour and answer any questions. Pre-quotation meeting decisions and the attendance list will be distributed in an addendum to contractors eligible to bid. Statements made by the Consultant and District representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Written Addendums will be emailed to all Contractors that attend the mandatory Pre-Bid Conference.

8.0 Point of Contact: All questions concerning the bidding, material or technical requirements should be directed to the Project Manager listed above and received by **5pm on February 3, 2023**. For copies of bid documents, please contact the Project Manager listed above.

9.0 Bid Closing (Bid Due to District): Date and time: **Tuesday, February 14, 2023 at 2:00pm**.

10.0 Construction Start Date: June 19, 2023

11.0 Substantial Completion: August 18, 2023

12.0 Final Completion: August 25, 2023

13.0 Sealed bids for the Projects named above will be received until bid closing date and time listed above at:

Newberg School District
Dr. Stephen Phillips, Superintendent
714 E 6th St.
Newberg, OR 97132

All bids will be publicly opened at that time. Bids received after Bid Closing will not be considered and returned unopened. Bids will NOT be accepted by facsimile or electronic means.

14.0 10% Bid Security is Required.

15.0 Each Bidder is required to identify whether the Bidder is a “resident bidder” as defined in ORS 279A.120.

16.0 The Newberg School District will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered with the Construction Contractors Board as specified in OAR 137-049-0230.

17.0 Required Asbestos & Lead-Based Abatement (licensed under ORS 468A.720) is not required for this quotation.

18.0 No Offer will be received or considered by the Contracting Agency unless the Offer contains a statement by the Offeror as part of its Offer that “Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870 relating to the prevailing rate of wages.”

19.0 Repair, Renovation, or Painting work being performed in “Child-Occupied Facilities” (facilities built prior to 1978 where children under the age of six regularly spend time) must be conducted by a “certified renovation firm” utilizing a “certified renovator”. This does not apply to this project.

20.0 Contractor must certify that they have not discriminated and they will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts.

21.0 Criminal background checks will be required as follows:

Student Occupied Site. Employees who will be working on site must have successfully completed a Nationwide Criminal History Verification. The awarded General Contractor will process the background checks and provide contractor personnel with photo id badges/stickers for hard hats. See Section 01 11 00, B.

Not a Student Occupied Site. Contractor conducts background check on their employees and provides their employees with proper picture identification badges.

Dr. Stephen Phillips

Superintendent

Newberg School District

Publish: Email to pre-qualified list of contractors as listed above.

January 23, 2023

EXHIBIT 2
NEWBERG SCHOOL DISTRICT NO. 29J
STATEMENT OF WORK, COMPENSATION, PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work:

Plans: Mabel Rush Elementary School Renovation 2023 issued by BRIC Architecture on January 20, 2023

Specifications: Project Manual Volumes 1 and 2 for Mabel Rush Elementary School Renovation 2023 issued by BRIC Architecture on January 20, 2023

Addenda: Addendum Number One dated 02/02/23, Addendum Number Two dated 02/07/23, Addendum Number Three dated 02/09/23

Bid Form

Bid Bond

First Tier

Site Address: 1441 Deborah Rd; Newberg, OR 97132

The total Contract Price shall be:

- Base Bid: \$1,926,988.00
- Alternate 1: \$45,252.00
- Alternate 3: \$1,214,607.00
- TOTAL Contract Price: \$3,186,847.00

2. District shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name:

Title:

Address:

3. Contractor will invoice District for the Work as follows:

Invoices shall be submitted to the address below:

Name: Accounts Payable: Bond Projects

Address: Newberg School District

714 E 6th St

Newberg, OR 97132

MABEL RUSH ELEMENTARY SCHOOL RENOVATION 2023

NEWBERG PUBLIC SCHOOLS

1441 DEBORAH RD

NEWBERG, OR 97132

owner
Newberg Public Schools
714 E 6th St.
Newberg, OR 97132
T (503) 554 5000
Larry Hampton, Bond Manager

architect
BRIC Architecture Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209
t: (503) 595 4900

project manager
Cornerstone Management Group
9030 SW Town Center Loop E, Suite 202-528
Wilsonville, OR 97070
T (503) 394 8657
Mary Dolan, Construction Manager / Owner's Rep

civil engineer
KPF
111 SW 5th Ave, Suite 2500
Portland, OR 97204
T (503) 227 3251
Mark Wherry

landscape architect
Walker Macy
111 SW Oak St, Suite 200
Portland, OR 97204
T (503) 228 3122
Chelsea McCann

structural engineer
Froelich Engineers
17700 SW Upper Boones Ferry Rd.
Portland, OR 97224
T (503) 624 7005
Todd Nagel, Structural Engineer

food service
NA

mechanical engineer
PAE Engineers
522 SW 5th Ave, Suite 1500
Portland, OR 97204
T (503) 226 2921
Dylan Klee, Mechanical Engineer

plumbing engineer
PAE Engineers
522 SW 5th Ave, Suite 1500
Portland, OR 97204
T (503) 226 2921
Ras Wickramaratne, Plumbing Engineer

electrical engineer
Cross Engineering
923 M.L.K. Jr. Way
Tacoma, WA 98405
T (253) 759 0118
Scott Kelly, Electrical Engineer

technology
Vertex
25085 SW Rainbow Ln.
Hillsboro, OR 97123
T (503) 201 6568
Darcy Tucker, Sr. Technology Designer

Sheets-Architecture

A0.01	CODE SHEET
A0.03	WALL TYPES
A1.00	OVERALL DEMO PLANS
A1.01	DEMO PLANS
A1.02	DEMO RCP
A1.11	DEMO ELEVATIONS
A2.01	OVERALL FLOOR PLAN
A2.21	MECHANICAL SPACES
A2.31	ENLARGED PLANS
A2.40	OVERALL DEMOLITION ROOF PLAN
A2.41	DEMOLITION ROOF PLAN NW QUADRANT
A2.42	DEMOLITION ROOF PLAN SW QUADRANT
A2.42.1	(E) ROOF IMAGES SW QUADRANT
A2.43	DEMOLITION ROOF PLAN NE QUADRANT
A2.43.1	(E) ROOF IMAGES NE QUADRANT
A2.44	DEMOLITION ROOF PLAN SE QUADRANT
A2.44.1	(E) ROOF IMAGES SE QUADRANT
A2.45	DEMOLITION PLANS MULTIPLE
A2.45.1	(E) ROOF IMAGES AT MULTIPLE ROOFS
A2.46	OVERALL PROPOSED ROOF PLAN
A2.47	PROPOSED ROOF PLAN NW QUADRANT
A2.48	PROPOSED ROOF PLAN SW QUADRANT
A2.49	PROPOSED ROOF PLAN NE QUADRANT
A2.50	PROPOSED ROOF PLAN SE QUADRANT
A2.51	PROPOSED ROOF PLANS MULTIPLE
A3.00	EXTERIOR ELEVATIONS
A3.20	SECTIONS
A4.10	FINISH FLOOR PLAN
A5.10	INTERIOR ELEVATIONS
A5.11	INTERIOR ELEVATIONS
A6.01	REFLECTED CEILING PLANS
A8.01	DOOR SCHEDULE
A8.30	STOREFRONT AND CURTAINWALL DETAILS
A8.31	STOREFRONT DETAILS
A8.40	EXTERIOR DETAILS
A8.51	SITE DETAILS
A8.60	DETAILS
A8.61	DETAILS
A9.01	CASEWORK SCHEDULES AND DETAILS
A9.20	CASEWORK DETAILS
A9.40	INTERIOR DETAILS
A9.70	SIGNAGE PLAN AND SCHEDULE

Sheets-Structural

S0.00	COVER SHEET
S0.01	GENERAL STRUCTURAL NOTES
S0.02	GENERAL STRUCTURAL NOTES
S0.03	SPECIAL INSPECTIONS
S0.04	SPECIAL INSPECTIONS
S2.01	OVERALL FLOOR PLAN
S2.11	SECTOR PLANS
S2.21	GYM PLANS
S2.31	ENLARGED PLANS
S3.10	GYM ELEVATIONS
S3.11	LOBBY ELEVATIONS
S5.00	DETAILS
S5.01	DETAILS

Sheets-Mechanical

M0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - MECHANICAL
M0.02	EQUIPMENT SCHEDULE - MECHANICAL
M1.01	OVERALL DEMO PLANS - MECHANICAL
M1.11	ENLARGED DEMO PLANS - MECHANICAL
M1.21	ENLARGED DEMO PLAN - MECHANICAL
M2.01	OVERALL PLANS - MECHANICAL
M2.11	ENLARGED PLAN - MECHANICAL
M2.21	ENLARGED PLAN - MECHANICAL
M5.01	DETAILS - MECHANICAL

Sheets-Plumbing

P0.01	SYMBOLS, LEGENDS AND ABBREVIATIONS - PLUMBING
P0.02	EQUIPMENT SCHEDULE - PLUMBING
P1.01	OVERALL DEMO PLAN - PLUMBING
P2.01	OVERALL PLAN - PLUMBING
P2.11	ENLARGED PLAN - PLUMBING
P2.21	ENLARGED PLAN - PLUMBING

Sheets-Electrical

E0.01	ELECTRICAL SYMBOLS LEGEND/ LIGHT FIXTURE SCHEDULE
E1.01	PARTIAL ELECTRICAL DEMOLITION FLOOR PLAN
E1.02	OVERALL ELECTRICAL FLOOR PLAN
E2.01	PARTIAL LIGHTING FLOOR PLAN
E3.01	PARTIAL POWER/ FIRE ALARM FLOOR PLAN
E3.02	PARTIAL POWER/ FIRE ALARM FLOOR PLAN
E3.03	PARTIAL ELECTRICAL FLOOR PLAN
E4.01	EXISTING ELECTRICAL EQUIPMENT PHOTOS
E5.01	ELECTRICAL SCHEDULES
E6.01	ELECTRICAL DETAILS

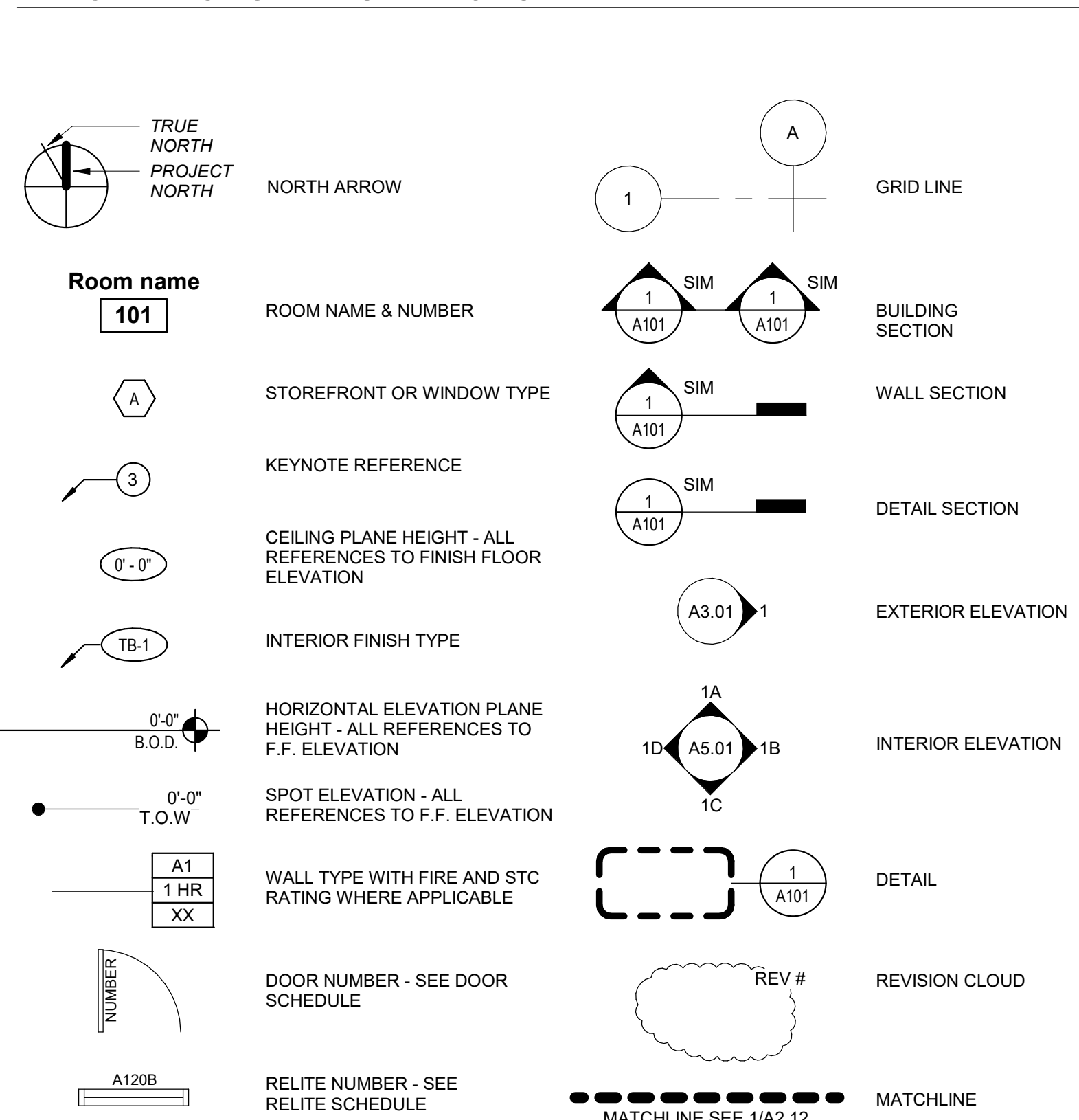
Sheets-Technology

T0.00	SYMBOL LIST AND GENERAL NOTES - TECHNOLOGY
T1.01	OVERALL DEMO FLOOR PLAN - TECHNOLOGY
T1.10	ENLARGED DEMO FLOOR PLANS - TECHNOLOGY
T2.01	OVERALL FLOOR PLAN - TECHNOLOGY
T2.10	ENLARGED FLOOR PLANS - TECHNOLOGY
T4.00	DETAILS - TECHNOLOGY

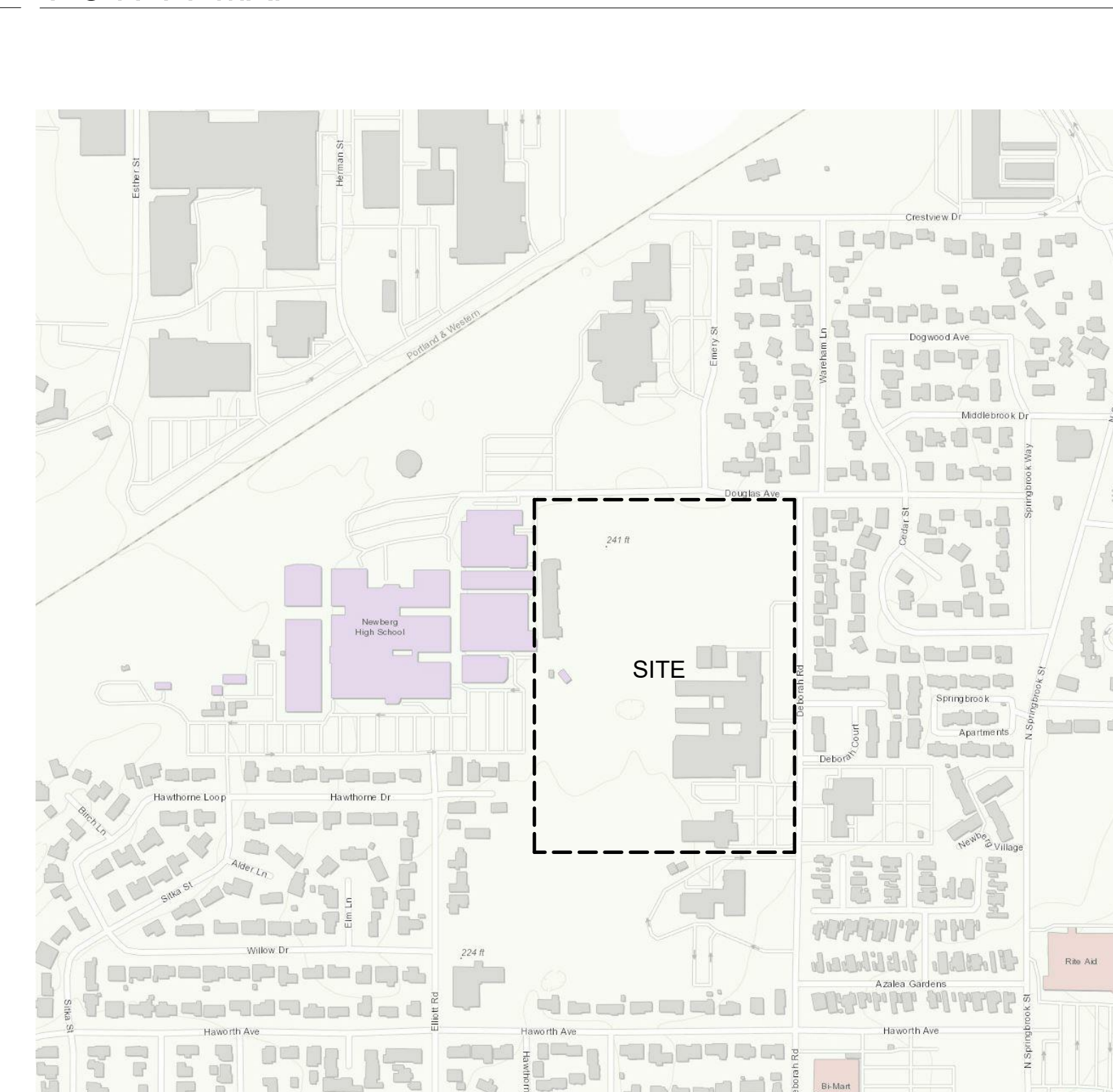
ARCHITECTURAL ABBREVIATIONS

∠	ANGLE	EOS	EDGE OF SLAB	MATL	MATERIAL	SHTG	SHEATHING
&	ANCHOR BOLT	ENGR	ENGINEER	MB	MARKERBOARD	SHWR	SHOWER
ACT	EQUAL	ED	EQUAL	MAX	MAXIMUM	SHT	SHEET
ADD	ACCUUSTICAL CEILING TILE	EQUIP	EQUIPMENT	MECH	MECHANICAL	SIM	SIMILAR
AESS	ADDENDUM	ES	EACH SIDE	MED	MEDIUM	SJ	SEISMIC JOINT
AFF	ARCHITECTURAL EXPOSED	EW	EACH WAY	MEZZ	MEZZANINE	SM	SHEET METAL
AHJ	STRUCTURAL STEEL	EXP	EXPANSION	MFR	MANUFACTURER	SOG	SUB ON GRADE
AHU	ABOVE FINISH FLOOR	EXT	EXTERIOR	MIN	MINIMUM	SQ	SQUARE
ALS	AUTHORITY HAVING JURISDICTION	FA	FIRE ALARM	MIR	MIRROR	SS	STAINLESS STEEL
ALM	AREA LIGHT STANDARD	FD	FLOOR DRAIN	MISC	MISCELLANEOUS	STD	STANDARD
ALUM	ALUMINUM	FDN	FOUNDATION	MTD	MOUNTED	STL	STEEL
ANDD	ANKERED	FE	FIRE EXTINGUISHER	MTL	METAL	STOR	STORAGE
ANDD	ANKERED	FE	FIRE EXTINGUISHER	MTL	METAL	STRUC	STRUCTURAL
BD	BOARD	FEC	FIRE EXTINGUISHER CABINET	NEW	NEW	SUSP	SUSPENDED
BLDG	BUILDING	FECB	FIRE EXTINGUISHER CABINET	(N)	NOT APPLICABLE	TM	TO MATCH
BLKG	BLOCKING	FF	FINISH FLOOR	NA	NOT IN CONTRACT	TC	TOP OF CURB
BM	BENCH MARK	FIN	FINISH	NOM	NOMINAL	TEL	TELEPHONE
BO	BOTTOM OF	FL	FLOOR	NS	NELSON STUD	T&G	TONGUE AND GROOVE
BOT	BOTTOM	FO	FACE OF	NTS	NOT TO SCALE	THK	THICK
BTWN	BETWEEN	FOC	FACE OF CONCRETE	OA	OVERALL	TO	TOP OF
C	CHANNEL	FOM	FACE OF MASONRY	ON	ON CENTER	TOD	TOP OF DECK
CB	CATCH BASIN	FOS	FACE OF STUD	OD	OVERFLOW DRAIN	TOS	TOP OF STRUCTURE
CCTV	CLOSED CIRCUIT TV	FRT	FIRE RETARDANT TREATED	OD	OVERFLOW DRAIN	TJ	TOOL JOINT
CG	CORNER GUARD	FTG	FOOTING	OFC	OFFICE	TP	TOILET PAPER
CIP	CAST IN PLACE CONCRETE	FURR	FURRING	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	TS	TUBE STEEL
CLS	CEILING	GA	GAUGE/GAGE	OFI	OWNER FURNISHED CONTRACTOR INSTALLED	TYP	TYPICAL
CLR	CLEAR	GALV	GALVANIZED	UNFN	UNFINISHED	UNO	UNLESS NOTED OTHERWISE
CJ	CONTROL JOINT	GRAB	GRAB BAR	OVN	OWNER INSTALLED	VB	VAPOR BARRIER
CMU	CONCRETE MASONRY UNIT	OPNG	OPENING	OH	OVERHEAD	VERT	VERTICAL
CONT	CONTINUOUS	GC	GENERAL CONTRACTOR	OS	OUTSIDE	VEST	VESTIBULE
CORR	CORRIDOR	GL	GLASS	OPP	OPPOSITE	VFY	VERIFY
CR	CLASSROOM	GND	GROUND	VS	VAPOR BARRIER	W	WITH
CSJ	CONSTRUCTION JOINT	GVP	GYPNUM VENEER PLASTER	W/O	WITHOUT	WO	WITHOUT
CSMT	CASEMENT	GWB	GYPNUM WALL BOARD	PL	PROPERTY LINE	W/	WITH
CT	CERAMIC TILE	HB	HOSE BIBB	PLAS	PLASTER	W/O	WITHOUT
CTR	CENTERLINE	HC	HANDICAP	PLYWD	PLYWOOD	W/	WITH
DBL	DOUBLE	HM	HOLLOW METAL	PSF	PER SQUARE FOOT	W/	WITH
DTL	DETAIL	HPC	HIGH PERFORMANCE COATING	PT	PRESSURE TREATED PAVEMENT	WC	WATER CLOSET
DF	DRINKING FOUNTAIN	HVAC	HEATING, VENTILATION AND AIR CONDITIONING	R	RADIUS	WF	WIDE FLANGE
DIA	DIAMETER	HW	HOT WATER	RD	ROOF DRAIN	WF	WATER HEATER
DIAG	DIAGONAL	JAN	JANITOR	RCP	REFLECTED CEILING PLAN	WRB	WATER-RESISTIVE BARRIER
DIM	DIMENSION	JST	JOIST	SAHTS	SELF ADHERED HIGH TEMPERATURE SHEET	WT	WEIGHT
DISP	DISPENSER	INSUL	INSULATION	L	LENGTH	SAM	SELF-ADHERED MEMBRANE
DN	DOWN	INTFR	INTERIOR	LAV	LAVATORY	SC	SECTION
DN	DAMP-PROOFING	IFRM	INTUMESCENT FIRE RESISTIVE MATERIALS	LB	LAG BOLT	SECT	SECTION
DR	DOOR	INSUL	INSULATION	LKR	LOCKER	SF	SECTION
DS	DOWNSPOUT	JAN	JANITOR	LS	LANDSCAPING	SFRM	SQUARE FOOT
DW	DISHWASHER	JT	JOINT	LVR	LOUVER	SPRAY	SPRAY-APPLIED FIRE RESISTIVE MATERIALS
DWG	DRAWING	JST	JOIST	L	LENGTH	SAHTS	SELF ADHERED HIGH TEMPERATURE SHEET
(E)	EXISTING	L	LENGTH	LAV	LAVATORY	SAM	SELF-ADHERED MEMBRANE
EA	EACH	LAV	LAVATORY	LB	LAG BOLT	SC	SECTION
EJ	EXHAUST FAN	LS	LANDSCAPING	LKR	LOCKER	SECT	SECTION
EF	EXPANSION JOINT	LVR	LOUVER	L	LENGTH	SF	SECTION
EL	ELEVATION	L	LENGTH	LAV	LAVATORY	SFRM	SQUARE FOOT
ELEC	ELECTRICAL	L	LENGTH	LAV	LAVATORY	SPRAY	SPRAY-APPLIED FIRE RESISTIVE MATERIALS
EJC	EXPANSION JOINT COVER	L	LENGTH	LAV	LAVATORY	SAHTS	SELF ADHERED HIGH TEMPERATURE SHEET

ARCHITECTURAL SYMBOLS



VICINITY MAP



Delegated Design components which require Deferred Submittals include, but are not limited to, the following:

1. Seismic Anchorage of Architectural Wood Casework, Section 06 41 00 - Architectural Wood Casework.
2. Aluminum Curtain Wall, Section 08 44 13 - Glazed Aluminum Curtain Walls.
3. Translucent Wall and Roof Assemblies, Section 08 45 00 - Translucent Wall and Roof Assemblies.
4. Seismic Anchorage for Acoustical Ceilings, Section 09 51 00 - Acoustical Ceilings.
5. Seismic Anchorage General Requirements, Section 13 48 53 - Seismic Anchorage Requirements.
6. Seismic Anchorage Divisions 21, 22, 23, 26, 27 and 28 equipment, hoods, panels and other components of mechanical, plumbing, gas and electrical systems.
7. Fire Suppression, Division 21.
8. Fire Alarm System, Division 28.

Deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.

Project Manual for Mabel Rush Elementary School Renovation 2023

Volume 1 | Divisions 00-14

Newberg Public Schools
714 E 6th St.
Newberg, OR 97132

Bid/Permit Set

January 20, 2023

Project Manual for Mabel Rush Elementary School Renovation 2023

Volume 2 | Divisions 21 - 33

Newberg Public Schools
714 E 6th St.
Newberg, OR 97132

Bid/Permit Set

January 20, 2023

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

2/02/2023

**ADDENDUM NUMBER ONE
FOR
NEWBERG SCHOOL DISTRICT
MABEL RUSH ELEMENTARY SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 20, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL

SECTION 00 41 00 – BID FORM

1. See updated bid form. Update was made to clarify that the base bid includes re-roofing the gym with PVC/replacing roof drains but is not limited to that scope.

SECTION 07 51 00 – Modified Built-Up Asphalt Roofing:

1. Paragraph 3.02B: Revise to read as follows:

“B. Remove existing roofing and roof insulation only to extent indicated on Drawings or as required to install new roofing. **SEE PLANS FOR ADDITIONAL SEISMIC WORK AT THE GYM ROOF AREA A WHICH REQUIRES REMOVAL AND REPLACEMENT OF EXISTING COVER BOARDS & POLYISO. INSULATION. PATCH AREAS BACK TO MATCH EXISTING AS NOTED ON DEMO PLANS.**”

SECTION 07 54 00 – Polyvinyl-Chloride (PVC) Roofing:

1. Paragraph 2.02D: Revise to read as follows:

“D. Rigid Insulation: Existing to remain. **SEE PLANS FOR ADDITIONAL SEISMIC WORK AT THE GYM ROOF AREA A WHICH REQUIRES REMOVAL AND REPLACEMENT OF EXISTING COVER BOARDS & POLYISO. INSULATION. PATCH AREAS BACK TO MATCH EXISTING AS NOTED ON DEMO PLANS.**”

ITEM II – DRAWINGS

SHEET T0.00 – SYMBOL LIST AND GENERAL NOTES – TECHNOLOGY

1. Technology responsibility matrix updated to note access control systems as OFCI.

SHEET T1.01 – OVERALL DEMO FLOOR PLAN – TECHNOLOGY

1. Grid numbering revised.

SHEET T1.10 – ENLARGED DEMO FLOOR PLAN – TECHNOLOGY

1. Grid numbering revised.

SHEET T2.01 – OVERALL FLOOR PLAN – TECHNOLOGY

1. Grid numbering revised.

SHEET T2.10 – ENLARGED FLOOR PLANS – TECHNOLOGY

1. Grid numbering revised.
2. Additional and revised data at admin, revised clock location.

SHEET T4.00 – DETAILS – TECHNOLOGY

1. Access control matrix revised to include kitchen door card reader.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

1. HMS Commercial Service was pre-selected to be Newberg School District's preferred controls vendor through an RFP process. Please reach out to Jeff Hanken:

Jeff Hanken
HMS Commercial Service, Inc.
Email: jeffh@hmsinc.us
Office (503) 220-0394
Fax (503) 841-6245
Cell (971) 204-3625

2. Estimate for this project is \$1,620,000.00
3. To help bidders understand scope and existing conditions, architectural reflected ceiling plans and technology plans from as-built documents will be provided to bidders via Smartsheet.

4. All permits will be applied for and paid by the district, except for the electrical and low voltage permits and any deferred / delegated design permits which will be paid for by the contractor through Yamhill County and City of Newberg.

ITEM IV – ATTACHMENTS

1. Specifications: Table of Contents, Section 00 41 00, 06 20 00, 07 25 00.
2. Drawings: T0.00, T1.01, T1.10, T2.01, T2.10, T4.00
3. As-Built Drawings: (2003) A251, A252, A253, A254, A261, (2012) MR-A251, MR-T101, MR-T102

ITEM V – BIDDER – SUPPLIER QUESTIONS AND CLARIFICATIONS

The following information is included in response to written requests for clarification. Responses in this section of the Addendum DO NOT IMPACT the original Drawings and Specifications.

1. **QUESTION:** Will background checks be required?
RESPONSE: [FROM OWNERS REP CORNERSTONE] Yes, background checks will be required of all persons working on site. The general contractor will run all background checks. The site superintendent for the GC will need to run through a background check specific to the school district in order to check out an access badge and keys.

END OF ADDENDUM NUMBER ONE

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

2/07/2023

**ADDENDUM NUMBER TWO
FOR
NEWBERG SCHOOL DISTRICT
MABEL RUSH ELEMENTARY SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 20, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL

TABLE OF CONTENTS

1. Add Section 07 72 00 - Roof Accessories to Table of Contents. Copy attached hereto.

SECTION 07 72 00 – ROOF ACCESSORIES

1. Add Section 07 72 00 - Roof Accessories, copy attached hereto.

SECTION 22 40 00 – PLUMBING FIXTURES

1. Article 2.04: Revise Paragraph B and C as follows, copy attached hereto.
 - B. *FS-1 Floor Sink (mechanical room indirect waste): J.R. Smith 3041 Series floor sink with 8-inch deep receptor, basket strainer, 1/2 cast iron grate, no-hub outlet and flashing collar. (Added by Addendum No. 2)***
 - C. *Roof Drain options : Options provided in order to replace existing drain bodies. (Added by Addendum No. 2)***
 - 1. *J.R. Smith 1330 Series, 8-1/2-inch low profile diameter dome, cast iron body with combined flashing clamp and gravel stop, no-hub outlet and under deck clamp. (Added by Addendum No. 2)***
 - 2. *J.R. Smith 1010 Series, 16-inch low profile diameter dome, cast iron body with combined flashing clamp and gravel stop, no-hub outlet, under deck clamp. (Added by Addendum No. 2)***

ITEM II – DRAWINGS

SHEET A1.00 – OVERALL DEMO PLANS

1. Move areas and notes regarding demo scope affecting ceilings along gridline (2) to 3/A1.02
2. Clarify enlargement tags to indicate plan and RCP sheets
3. Revise sheet notes to indicate ACM in drywall.

SHEET A1.01 – DEMO PLANS

1. Clarify floor finishes to be removed.
2. Note selective wall demo for installation of posts along gridline g(5)
3. Demo walls around floor opening in mechanical mezzanine.
4. Revise sheet notes to indicate ACM in drywall.

SHEET A1.02 – DEMO RCP

1. Add demo RCP of cafeteria and adjacent offices.
2. Revise sheet notes to indicate ACM in drywall.

SHEET A2.01 – OVERALL FLOOR PLAN

1. Remove annotations related to ceiling patch and repair along gridline (2), relocate to 3/A6.01.

SHEET A2.21 – MECHANICAL SPACES

1. Plan 1: add new chiller pad with dimensions and water filter skid.
2. Plan 2: revise scope of roofing removal to structure on gym roof.
3. Plan 2: adjust location of north RTU.
4. Plan 2: add non-penetrating rooftop mounted guardrail.
5. Plan 3: add wall posts along gridline (g5) and supply ducts.
6. Plan 3: add mezzanine flooring infill.

SHEET A2.31 – ENLARGED PLANS

1. Plan 2: Add grommets to countertop in Makerspace

SHEET A2.40 – OVERALL DEMOLITION ROOF PLAN

2. Added note #10 within the 'Demolition General Notes' and revised note #9.

SHEET A2.45 – DEMOLITION PLANS AT MULTIPLE ROOFS

1. Changes to amount of demolition work required at Roof Area 'A'.

SHEET A2.46 – OVERALL PROPOSED ROOF PLAN

1. Added note #13 within the 'Roofing General Notes' section.

SHEET A2.48 – PROPOSED ROOF PLAN SW QUADRANT

1. Added additional detail reference bubbles to sheet.
2. Added note #13 within the 'Roofing General Notes' section.

SHEET A2.49 – PROPOSED ROOF PLAN NE QUADRANT

1. Added additional detail reference bubbles to sheet.
2. Added note #13 within the 'Roofing General Notes' section.

SHEET A2.50 – PROPOSED ROOF PLAN SE QUADRANT

1. Added additional detail reference bubbles to sheet.
2. Added note #13 within the 'Roofing General Notes' section.

SHEET A2.51 – PROPOSED ROOF PLANS MULTIPLE

1. Added ballasted guard rail to be located at the area of grid line 'D' & '3' point of intersection.
2. Added note #13 within the 'Roofing General Notes' section.

SHEET A3.20 - SECTIONS

1. Section 1: Shift location on sheet, expand to include east gym wall information, indicate posts in wall, mechanical grilles, wall infill scope, painting scope, guardrail on roof.
2. Section 2: new callout at vestibule lid
3. Section 3: add detail of vestibule lid

SHEET A5.10 – INTERIOR ELEVATIONS

1. Remove elevation of east gym wall, relocate information to section 1/A3.20.
2. Revise note at existing basketball backstops to adjust mount to braced frame.

SHEET A5.11 – INTERIOR ELEVATIONS

1. Elevation 1a: flip
2. Detail 16: Revised size of pan flashing, and revised NP-SAM

SHEET A6.01 – REFLECTED CEILING PLANS

1. Add RCP at cafeteria and adjacent servery spaces to indicate scope of patch and
2. Adjust roof penetration shapes and locations to match mechanical and north RTU shift above gym.
3. Clarify note at new storefront in development classroom near gym.
4. Revise legend to remove unused symbols or annotations.
5. Add note ducts in gym to be painted.

SHEET A8.01 – DOOR SCHEDULE

1. Tag details in HM FRAME TYPES and STOREFRONT TYPES

SHEET A8.30 – STOREFRONT AND CURTAINWALL DETAILS

1. Revise Details 2, 4, 5, 12.
2. Add Details 18, 19, 20, 24, 25

SHEET A8.31 – STOREFRONT DETAILS

3. Detail 4: Revised note.
4. Detail 16: Revised size of pan flashing, and revised NP-SAM

SHEET A8.60 - DETAILS

1. Revised miscellaneous notes on detail sheet. Details affected are: 1/A8.60, 2/A8.60, 4/A8.60, 5/A8.60, 7/A8.60, 14/A8.60, 15/A8.60 and 16/A8.60.

SHEET A8.61 - DETAILS

1. Revised miscellaneous notes on detail sheet. Details affected are: 3/A8.61, 4/A8.61, 6/A8.61, 7/A8.61 and 9/A8.61.

SHEET A9.01 – CASEWORK SCHEDULES AND DETAILS

5. Add new sink section with open base. Details affected: 2/A9.01, 12/A9.01

SHEET S2.21 – GYM PLANS

1. RTU's at gym shifted.
2. 2/S2.21 added to show mezzanine floor infill.
3. Updated existing roof duct penetrations that need to be infilled.

SHEET S5.01 – DETAILS

1. Added 17/S5.01 for mezzanine infill.
2. Updated 15/S5.01 to reflect as-built condition and attachment to existing ledger.

SHEET M1.01

1. Showing scope for modification of existing exhaust ductwork at teacher's lounge.
2. Revised enlarged tag callout to match sheet numbering.

SHEET M1.11

1. Added scope for seismic anchoring of expansion tank.
2. Revised keynote 5.

SHEET M1.21

1. Removed scope for demo of attic vents.
2. Revised demo scope for roof vents at east side of gym.
3. Added notes to clarify continuation of pipe routing.
4. Added notes to clarify demo scope at mechanical mezzanine.

SHEET M2.01

1. Added scope for new exhaust air ducts at teachers lounge and health room.

SHEET M2.21

1. Relocated RTU-102 so unit is 10ft clear from roof edge.
2. Revised scope boxes to better show duct continuations.
3. Edited keynote 5 to include GRD cleaning scope.

SHEET M7.01

1. Added diagram and sequence of operations information for RTUs and exhaust fan.

SHEET P1.01 – OVERALL DEMO PLAN – PLUMBING

1. Add keynote #3 and a scope of work zone to capture bid-alternate roof drain replacement scope.

SHEET P2.11 – ENLARGED PLAN – PLUMBING

1. Revised TP-101 location be relocating to plan East as shown with clouded region.

SHEET P2.21 – ENLARGED PLAN – PLUMBING

1. Add Enlarged view #3 to capture Plumbing and Fire Protection scope associated with Mechanical upgrades
2. in Mezzanine.
3. Add existing roof drain to indicate quantities of drains that are required to be replaced.
4. Revise keynote #1.
5. Add key notes #3, #4, and #5

SHEET E1.01

1. Added Electrical Note #2 and #3.
2. Updated General Note #3.
3. Area of demolition extended to include corridor between health and principal office.

SHEET E1.02

1. Added electrical note #3 , #4 and #5 and associated work on floor plan.
2. Relocated existing Panel 2MS and 4M2 to mechanical mezzanine for gym.

SHEET E3.01

1. Updated callouts for ADA pushbutton mullions mounts on floor plan.
2. Deleted Electrical Note #3.
3. Updated Electrical Note #4.
4. Added Electrical Note #7.
5. Added receptacle along east wall of Admin for sit/stand desk.

SHEET E3.02

1. Relocated monitor connection at entry door to Markerspace.
2. Added Electrical Note #8 and callout on floor plan.

SHEET E3.03

1. Added Electrical Notes #3 and #4.
2. Added connection for owner furnished ceiling heater to Room 178.
3. Added connection for Basin Cleaning Filtration Skid adjacent to Cooling Tower.

SHEET T0.00 – SYMBOL LIST AND GENERAL NOTES – TECHNOLOGY

1. Revise responsibility matrix to add video surveillance.

SHEET T1.01 – OVERALL DEMO FLOOR PLAN – TECHNOLOGY

1. Add location of paging head end text to MDF callout.

SHEET T2.10 – ENLARGED FLOOR PLANS – TECHNOLOGY

1. Add General Sheet Notes A and B in their entirety.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

NA

ITEM IV – ATTACHMENTS

1. Specifications: Table of Contents, Section 07 72 00, 22 40 00
2. Drawings: A1.00, A1.01, A1.02, A2.01, A2.21, A2.31, A2.40, A2.45, A2.46, A2.48, A2.49, A2.50, A2.51, A3.20, A5.10, A5.11, A6.01, A8.01, A8.30, A8.31, A8.60, A8.62, A9.01, S2.21, S5.01, M1.01, M1.11, M1.21, M2.01, M2.21, M7.01, P1.01, P2.11, P2.21, E1.01, E1.02, E3.01, E3.02, E3.03, T0.00, T1.01, T2.10.
3. Pre-bid RFI Responses: 001, 002, 003, 004, 005, 006, 007, 008, 009, 010
4. Pre-bid Record of Attendance

ITEM V – BIDDER – SUPPLIER QUESTIONS AND CLARIFICATIONS

NA

END OF ADDENDUM NUMBER ONE

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

2/09/2023

**ADDENDUM NUMBER THREE
FOR
NEWBERG SCHOOL DISTRICT
MABEL RUSH ELEMENTARY SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 20, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL

SECTION 00 41 00 – BID FORM

1. Revise bid form to add unit price 2.

ITEM II – DRAWINGS

SHEETS A2.46, A2.47, A2.48, A2.49, A2.50 – [ROOFING PLANS]

1. Strike General Roofing Note 5 and replace with "All HVAC Unit Curbs & other (e) curbs shall be raised to 12" min above deck as a LF unit cost after bid. Base bid to exclude raising HVAC unit curbs or other (e) curbs."

SHEET A2.51 – Proposed roof plans multiple

1. Strike General Roofing Note 5 and replace with "All HVAC Unit Curbs & other (e) curbs shall be raised to 12" min above deck as a LF unit cost after bid. Base bid to exclude raising HVAC unit curbs or other (e) curbs."
2. Plan 1: added notes to restore (E) densdeck & poly-iso rigid insulation that was removed during demolition for required new structural work.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

NA

ITEM IV – ATTACHMENTS

1. Specifications: 00 41 00
2. Drawings: A2.51

ITEM V – BIDDER – SUPPLIER QUESTIONS AND CLARIFICATIONS

NA

END OF ADDENDUM NUMBER THREE



BID FORM DIVISION 00 * DOCUMENT 00 41 00

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

Bid TO: Dr. Stephen Phillips, Superintendent
714 E. 6th St
Newberg, Oregon 97132

Bids DUE: February 14, 2023, 2:00 PM (unless changed by Addenda)

PROJECT: Mabel Rush ES 2023 Improvements

Start of Project: June 19, 2023

Substantial Completion: August 18, 2023

Final Completion: August 25, 2023

1. The undersigned,

NAME of FIRM: Brockamp and Jaeger, Inc.

after having carefully examined the bidding documents and **addenda numbered 1 through 3** inclusive, as well as the work site and conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and all other work, required by and in strict conformance with the above documents, necessary to complete the project for the stipulated sum of:

Base Bid: Reroof gym with PVC and replace roof drains in addition to all other documented scopes of work

TOTAL (Figures) \$ 1,926,988 Dollars

TOTAL (Words) One million nine hundred twenty six thousand nine hundred eighty eight Dollars

Alternate 1: Description: Reroof gymnasium only with Built-up Roof

TOTAL (Figures) \$ 45,252 Dollars

TOTAL (Words) Forty five thousand two hundred fifty two Dollars

Alternate 2: Description: Reroof remainder of school with Asphalt Shingles and PVC

TOTAL (Figures) \$ 1,009,057 Dollars

TOTAL (Words) One million nine thousand fifty seven Dollars

(Red arrow pointing to the '1,009,057' figure)

revised to \$1,214,607 per attached emails

Alternate 3: Description: Reroof remainder of school with Asphalt Shingles and PVC and with Built-up Roof at flat roof areas

TOTAL (Figures) \$ 1,156,080 Dollars

TOTAL (Words) One million one hundred fifty six thousand eight hundred Dollars

Unit Prices:

The following are unit prices for specific portions of the work as listed. The following is the list of unit prices:

Unit Price Number 01: Plywood Roof Sheathing Replacement: Price per square foot to provide all materials and labor to remove and replace any damaged plywood roof sheathing as defined in Section 06 10 00 - Rough Carpentry:

TOTAL (Figures) \$ 386 Dollars

TOTAL (Words) Three hundred eighty six Dollars

Unit Price Number 02: HVAC & Other Roof Curbs: Price per linear foot to provide all materials and labor to raise all HVAC unit curbs & other (E) Curbs to 12" Min. Above Deck

TOTAL (Figures) \$ 98 Dollars

TOTAL (Words) ninety eight Dollars

2. The undersigned agrees to maintain the proposal price for a period of 30 calendar days after bid opening.
3. The undersigned agrees, if awarded a contract, to complete all work as shown in the Contract Documents by the substantial completion date listed above.
4. The undersigned agrees that, prior to commencement of the Work, and within 7 calendar days of Notice of Intent to Award, to:
 - A. Enter into and execute a contract for the work in the form of Newberg School District, "Construction Contract".
 - B. Deliver to the Owner duly executed AIA Document G705, "Certificate of Insurance," or ACORD form 25S.
 - C. Deliver to the Owner duly executed AIA Document A312, "Performance Bond and Payment Bond."
5. The undersigned certifies that this Bid has been prepared independently and is not made in the interests of any undisclosed party. It is submitted without collusion or intent to limit independent, competitive bidding. The Bidder has in no way induced or solicited other Bidders to submit false bids, or to refrain from bidding.
6. The Undersigned agrees to be bound by and will comply with the provisions of ORS 279C.838 and 279C.840 pertaining to the payment of the prevailing rates of wage.
7. The undersigned agrees to comply with Oregon tax laws in accordance with ORS 305.385.

8. Indicate below whether Bidder is Resident or Non Resident bidder.

Oregon Reciprocal Preference Law (ORS 279.029): In compliance with ORS 279.029, each Bidder must state in its proposal whether it is a resident or non-resident bidder. Bids that fail to provide this information will be considered nonresponsive and will be rejected.

DEFINITION - RESIDENT BIDDER: A bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder."

DEFINITION – NON-RESIDENT BIDDER: A bidder who is not a resident bidder as defined above.

Indicate by an "X" in the appropriate space whether you are an Oregon resident bidder or non-resident bidder:
Oregon Resident Bidder X Non-Resident Bidder _____

9. The undersigned certifies that you visited the site and thoroughly investigated all existing conditions. It is understood that the Bidder, before signing his/her proposal, has made a careful examination of the plans, specifications, and character of work required; that he/she has made a careful examination of the location and condition of the work, verified all measurements at the job site, and sources of supply of materials.

10. Security Deposit
- a. Bids shall be accompanied by a security deposit as follows: Bid Bond of a sum no less than 10 percent on Bid Bond Form
 - b. Endorse the Bid Bond in the name of Newberg School District as obligee, signed and sealed by the principal (Contractor) and surety
 - c. The security deposit will be returned after delivery to the Newberg School District of the required Performance and Payment Bond by the accepted bidder
 - d. Include the cost of the bid security in the Bid Amount
 - e. If no contract is awarded, all security deposits will be returned.

11. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project as required by ORS 279A.110(4).

12. If applicable the first tier subcontractor disclosure form is due 2 hours after bid are due.

13. Submittals are due promptly after Letter of Intent. A Pre-Construction Meeting will be held prior to commencement, Weekly Construction meetings are required.

14. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055 and/or the State Landscape Contractors Board licensed number, and disclose the appropriate numbers. Failure to register and disclose the numbers, as applicable, will make the bid unresponsive and it will be rejected. The Undersigned hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005 are or will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 or State Landscape Contractors Board, as applicable, at the time the subcontractor(s) made a bid to work under the contract.

15. Oregon Business Registration: To transact business in the State of Oregon, a Bidder must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space:

Corporate Registration X

Assumed Business Name Registration _____

16. Any Bid of a contractor or subcontract listed on BOLI's list of Ineligible Contractors will be rejected.

SIGNATURES

Oregon Construction Contractor's Board No. 30

State Landscape Contractors Board No. _____ (if applicable for the project)

NAME OF FIRM Brockamp and Jaeger, Inc.

ADDRESS 15796 Boardwalk, Oregon City, OR 97045

FEDERAL TAX ID 93-0511742

TELEPHONE NO. 503-655-9151

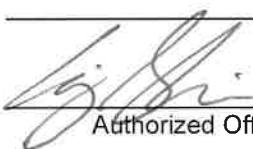
Cell NO. 503-849-2576 (Craig Shermire)

SIGNATURE

1) _____
Sole Individual – Signature

2) _____
Sole Individual – Printed Name

or 2) _____
Partner

or 3)  _____
Authorized Officer of Corporation – Signature

Craig Shermire - Vice President

Authorized Officer of Corporation – Printed Name

(SEAL)

 _____
Attested: Secretary of Corporation

**DOCUMENT 00 61 00
FORM OF BID BOND**

BID BOND
(Bond No. N/A)

We, Brockamp & Jaeger, Inc., as "Principal"
(Name of Principal)

and Old Republic Surety Company an Wisconsin Corporation
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Newberg School District ("Oblige") the sum of (\$ ---- 10% ----)

Ten percent of the total amount bid _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Oblige in response to Oblige's procurement document (No. Project No. 22101-156) for the project identified as:

Mabel Rush ES 2023 which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Oblige its good and sufficient performance and payment bonds required by Oblige, as well as any required proof of insurance, within the time fixed by Oblige, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 31st day of January, 2023.

PRINCIPAL: Brockamp & Jaeger, Inc.

SURETY: Old Republic Surety Company

By [Signature]
Signature

BY ATTORNEY-IN-FACT:

VP / CORPORATE SECRETARY
Official Capacity

Kristine E Calvin
Name

Attest: [Signature]
Corporation Secretary

[Signature]
Signature

1211 SW 5th Avenue, Suite 2800

Portland OR 97204
City State Zip

503-224-5170 503-542-0623
Phone Fax



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Gregory C. Ryerson, Kristine E. Calvin, Kerrie Denner, Katrina M. Green of Portland, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of March, 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of March, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



77 4600

Signed and sealed at the City of Brookfield, WI this 31st day of January, 2023

Karen J. Haffner
Assistant Secretary



FIRST-TIER SUBCONTRACTOR FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	Mabel Rush ES 2023 Improvements					
Bid # 2023-214	Closing Date:	2/14/23	Time:	2:00	AM	X PM
Disclosure Deadline:	Date:	2/14/23	Time	4:00	AM	X PM
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	ABC Roofing - Base Only	Roofing	\$164,312
2.	Carlson Roofing - ATts if accepted.	Roofing	TBD base on ATts.
3.	Hydro-Temp	Mechanical - wet + dry	\$674,300
4.	Cox Electric	Electrical / LV	\$166,122
5.			
6.			

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Brockamp and Jaeger, Inc.

Contact Name: Craig Shearmire Phone #: 503-655-9151



Becca VandeWalle <beccav@cornerstonemgi.com>

Mabel Rush - Roofing Bids

Becca VandeWalle <beccav@cornerstonemgi.com>
To: Craig Shearmire <craigs@brockamp-jaeger.com>
Cc: Michael Krecklow <mkrecklow@brockamp-jaeger.com>

Fri, Feb 17, 2023 at 11:37 AM

Whoops- didn't mean to leave out your markups. That looks right to me-

On Fri, Feb 17, 2023, 11:02 AM Craig Shearmire <craigs@brockamp-jaeger.com> wrote:

Becca,

When I add \$52,171 to Carlson Roofing, my excel bid sheet then auto-computes our new value using the same bid mark-ups used at bid time, I come up with the following:

Base Bid - \$1,926,988

Alt. 1 - \$45,252

Alt. 3 - \$1,214,607

•

New Contract Total = \$3,186,847

Let me know if you need anything from me on this value.

Thanks,

Craig Shearmire

Project Manager | **Brockamp & Jaeger, Inc.**

O: (503) 655-9151 | C: (503) 849-2576

15796 S. Boardwalk, Oregon City, Oregon 97045

www.brockamp-jaeger.com

CCB #30

From: Becca VandeWalle <beccav@cornerstonemgi.com>
Sent: Friday, February 17, 2023 8:37 AM
To: Craig Shearmire <craigs@brockamp-jaeger.com>
Cc: Michael Krecklow <mkrecklow@brockamp-jaeger.com>
Subject: Re: Mabel Rush - Roofing Bids

Craig -I talked with Tom this morning and he believes that Carlson can comfortably do the job by adding \$52,171 to the alternate 3 price. This would make their total subcontract value to you \$1,068,000.00

I'll plan to issue a total contract value between B&J and NSD for \$3,181,219.00

Give this a look, confirm with Carlson, let me know if any of my math is off. We're sending out the intent to award later today, but it won't include dollar values. We'll capture the bid revision in the contract.

On Wed, Feb 15, 2023 at 4:27 PM Craig Shearmire <craigs@brockamp-jaeger.com> wrote:

Becca,

Carlson Roofing called us today to inform us of a math error in their spreadsheet - details are below:

Attachment 1 - Carlson Roofing original proposal email. I asked for clarification on whether Alternate 2 was a new re-roof number or was it to be added to his - I told him that alternates are additive/deductive to base bid so the number was lowered.

Attachment 2 - Carlson Roofing revised proposal. Tom accidentally deducted his base bid from all three alternates, in lieu of changing alternate 1 only.

Attachment 3 - ABC Roofing proposal. If you add Carlson's error (\$173,097), they're still lower than ABC (assuming Base Bid, Alternate 1, and 3 are still taken) by \$123,264.

Let me know if you need any more information.

Thanks,

Craig Shearmire

Project Manager | Brockamp & Jaeger, Inc.

O: (503) 655-9151 | C: (503) 849-2576

15796 S. Boardwalk, Oregon City, Oregon 97045

www.brockamp-jaeger.com

CCB #30

--

Thanks,
Becca VandeWalle



CARLSON PROPOSAL #1

February 14, 2023

To: General Contractors

RE: Mabel Rush ES Roofing

As requested, I am submitting the following proposal for your consideration.

Base Bid: Reroof Gym with per plans and specs, Carlisle 60mil PVC membrane: **\$173,097**

Alt 1: Reroof Gym per plans and specs with Malarkey M4-BBB built-up roof system: **\$212,930**

Alt 2: Reroof remaining school sections with Owens Corning Duration composition shingles, Carlisle 60mil PVC membrane: **\$845,791**

Alt 3: Reroof remaining school sections with Owens Corning Duration composition shingles and Carlisle, 60mil PVC membrane, Malarkey MB444 built-up roof system as indicated: **\$975,996**

Clarifications and Exclusions: *Proposal excludes new roof drains assumed to be supplied and installed by plumber. Proposal prepared in conjunction with TT&L Sheet Metal including both options of "Alternate Separate cost 4" for supply and installation of composition roof flashings and cleats.*

Note: Addendums 1-3 acknowledged.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Zeiner".

Tom Zeiner
Estimator / Project Manager
Carlson Roofing Co., Inc.
CCB #159686



CARLSON PROPOSAL REVISED

February 14, 2023

To: General Contractors

RE: Mabel Rush ES Roofing

As requested, I am submitting the following proposal for your consideration.

Base Bid: Reroof Gym with per plans and specs, Carlisle 60mil PVC membrane.

\$173,097

Alt 1: Reroof Gym per plans and specs with Malarkey MB-444 built-up roof system.

Add to Base Bid \$39,833

Alt 2: Reroof remaining school sections with Owens Corning Duration composition shingles and Carlisle 60mil PVC membrane.

Add to Base Bid \$672,694

Alt 3: Reroof remaining school sections with Owens Corning Duration composition shingles and Carlisle 60mil PVC membrane and Malarkey MB-444 built-up roof system as indicated

Add to Base Bid \$802,899

Clarifications and Exclusions: *Proposal excludes new roof drains assumed to be supplied and installed by plumber. Proposal prepared in conjunction with TT&L Sheet Metal including both options of "Alternate Separate cost 4" for supply and installation of composition roof flashings and cleats, specifically including ALTERNATE SEPARATE COST #4: (\$19,845 + \$38,500).*

Note: Addenda 1-3 acknowledged.

Sincerely,

A handwritten signature in blue ink that reads "Tom Zeiner".

Tom Zeiner
Estimator / Project Manager
Carlson Roofing Co., Inc.
CCB #159686



A  TECTA AMERICA COMPANY, LLC
 11305 NE Marx Street, Portland, OR 97220
 Phone: 503-786-0616 | Fax: 503-786-0642

Proposal

Customer PO	Bid Number	Rep	Date
	B001224	Tom Bolt	2/14/2023

Bid Submitted To: Brockamp & Jaeger	Project Address: Mabel Rush ES 1441 Deborah Rd., Newberg, OR 97132
---	--

Attn: Craig	Email: craigs@brockamp-jaeger.com	Phone:
--------------------	--	---------------

Description

*** 3 Addenda Noted ***

Proposed Scope of Work: Section 073113 Asphalt Shingle Roofing
 Section 075100 Built-up Asphalt Roofing
 Section 07540 PVC Membrane Roofing

Includes:

- Base Bid: Work at Gym Roof
 - o Remove and dispose of existing roofing as noted on sheet A2.21.
 - o Install rigid fill insulation to match existing as needed.
 - o Install tapered crickets as needed.
 - o Install adhered 60 mil PVC membrane over ¼" DensDeck.
 - o Sheet metal supplied and installed by TT&L Sheet Metal.
 - o Manufacturer's 20-year warranty.

Price for Material and Labor: \$164,312.00

- Alternate #1: Work at Gym Roof
 - o Install built-up asphalt roofing in lieu of PVC membrane.

Price for Material and Labor: \$154,438.00

- Alternate #2: Work at Entire school minus the gym.
 - o Remove and dispose of existing single ply membrane as noted, leaving cover board and rigid insulation.
 - o Remove and dispose of existing composition shingles down to wood deck.
 - o Install adhered .060 PVC membrane over ¼" DensDeck at low slope roof areas.
 - o Install Owens Corning Duration shingles over self-adhered underlayment.
 - o Sheet metal flashings supplied and installed by TT&L Sheet Metal.

Price for Material and Labor: \$1,178,458.00

- Alternate #3: Work at entire school minus the gym.
 - o Install built-up asphalt roofing in lieu of PVC membrane at low slope areas.

Price for Material and Labor: \$1,156,752.00

Upon Acceptance: Please sign attached SOW and list approved contract amount on Line 2. Contract Sum.

EXHIBIT 3
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR
NOTE: Contractor Must Complete A or B below

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

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

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

**Exhibit 4:
Insurance Requirements**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027**.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of

\$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by District Not required by District

By:

Date:

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:

\$100,000, \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.

Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by District Not required by District

By:

Date:

Builders All-Risk The District will provide this insurance

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. **For commercial general liability, the Certificate and by this Contract, shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract.** Complete copies of insurance policies shall be provided to the District.



Newberg School District 29J

Board Meeting Date: February 28th, 2023

ITEM: Ewing Young ES 2023 Maintenance - Roof

PRESENTER: Chair Dave Brown

ACTION

Accept the small construction project contract for Ewing Young ES Roof Mainenance with Griffith Roofing Company as outlined.

RECOMMENDATION:


Move that the Newberg School District Board of Directors approve the Small Construction Project contract for the Ewing Young ES Roof Maintenance with contractor Griffith Roofing Company as presented.



BID TABULATION FORM

Ewing Young ES 2023 Maintenance- Roof
OPEN: February 15, 2023 @ 10:00 am

BID PROVIDER	Signed	Add - 3 Ack.	Bid Bond	Base Bid	1st Tier Disclosure
1 ABC Roofing	X	X	X	\$ 929,906.00	X
2 Carlson Roofing	X	X	X	\$ 998,834.00	
3 Griffith Roofing	X	X	X	\$ 798,069.00	X
4 McDonald & Wetle	X		X	\$ 870,000.00	X
5					


OWNER Representative: Becca VandeWalle


WITNESS: Larry Hampton, NSD

**NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between NEWBERG SCHOOL DISTRICT NO. 29J, NEWBERG, OREGON ("District") and Griffith Roofing Company ("Contractor").

Project: Ewing Young ES 2023 Maintenance - Roof

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be June 19, 2023 or the date on which each party has signed this Contract, whichever is later. The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than August 18, 2023, with final completion no later than August 25, 2023.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in **Exhibit 2**.

Statement of Work. Contractor shall perform the Work described in **Exhibit 2**.

Payment for Work. District agrees to pay Contractor in accordance with **Exhibit 2** and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including **Exhibit 1** (District's Solicitation Document and attachments); **Exhibit 2** (Statement of Work, Compensation, Payment and Renewal Terms); **Exhibit 3** (Certification Statement for Corporation or Independent Contractor); **Exhibit 4** (Insurance Requirements); Additional Exhibits:

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

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts.** District reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions District may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on District.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of District.
4. **Other Contractors.** District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.
6. **No Third-Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, District, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this Section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of District, District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that District may have against Contractor.

- ii. If terminated under 9(c) by Contractor due to a breach by District, then District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - iii. If terminated under 9(c) or 9(d) by District due to a breach by Contractor, then District shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which District is entitled.
- 10. Payment of Invoices.** Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by District, whichever is earlier. District may withhold 5% of each payment as retainage pursuant to ORS 279C.570. Retainage will be paid within 30 days of final completion per Architects or Owners representative approval and acceptance by District.
- 11. Changes in the Work.** District reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by District and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
- 12. Inspection and Acceptance of Work.** District shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to District.
- 13. Right to Withhold Payments.** District shall have the right to withhold from payments due Contractor such sums as necessary, in District's sole opinion, to protect District against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, District shall have the right to withhold from payments due Contractor such sums as are required to satisfy District's claims under that provision.
- 14. Knowledge of Site Conditions.** Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify District in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.
- 15. Special Care.** Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.
- 16. District's Right to Stop the Work.**
- a. If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, District may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
 - b. If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, District may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
 - c. Notwithstanding any other provision, District's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.
- 17. Performance of the Work.** Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Architect or District's Representative. Conflicts between manufacturers' directions shall be resolved by Architect.
- 18. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- a. If terminated under 9(c) by District due to a breach by Contractor, District may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to District the amount of the reasonable excess.
 - b. In addition to the remedies in sections 9 and 13 for a breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.
 - c. If District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.
- 19. Claims.**
- a. **Time Limits on Claims:** Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to Architect and the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
 - b. **Continuing Contract Performance:** Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and District shall continue to make payments in accordance with the Contract Documents.
 - c. **Claims for Additional Costs:** If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify District.
 - d. **Claims for Additional Time:** If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- 20. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following:
- a. **ORS 279A.110:** Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - a. **ORS 279C.380:** Unless exempted by District in writing pursuant to District's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to District a good and sufficient performance bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price for the

- faithful performance of the Contract, and shall execute and deliver to District a good and sufficient payment bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
- b. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
 - c. ORS 279C.510: If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - d. ORS 279C.515: If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this Section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

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

- e. ORS 279C.520: Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
 - i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard,

- Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
- ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
- iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and port districts.
- iv. Tribal Governments.

- g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.

- h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
 - i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
 - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by District. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by District, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to

include a similar clause in each contract with a lower-tiered subcontractor or supplier.

j. ORS 279C.800 to 279C.870:

i. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. If this Contract is subject to payment of prevailing wages, Contractor and any subcontractors shall pay not less than prevailing wages to each worker in each trade or occupation employed in the performance of the Contract, as determined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI"). The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, the January 5, 2023 PWR Apprenticeship Rates, and any published amendments. Such publications can be reviewed electronically at

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the Contract Documents.

ii. This Contract is not subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection k(i) of this Section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage, as determined by the Director of BOLI. The "applicable prevailing wage rates" are those rates as set forth in the Bureau of Labor and Industries Publications "Prevailing Wage Rates for Public Works Contracts subject to BOTH the State PWR and Federal Davis Bacon Act," and any published "Amendments/Corrections to the Prevailing Wage Rates for Public Works Contracts Subject to BOTH the State PWR and Federal Davis Bacon Act" as of the date of this Contract. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_db2.shtml and are hereby incorporated as part of the Contract Documents.

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

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

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

i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).

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

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

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

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

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

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

21. When Work Is Performed on District Property (Including Schools) Contractor Shall Comply With the Following:

a. Identification Contractor performing work on District Property or for District shall carry photo identification and will present such, to anyone on request. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.

b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.

c. No Smoking. Smoking or other use of tobacco is prohibited on the District property..

d. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

22. When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:

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

b. Confidentiality. The Parties recognize that the Federal Education Privacy Rights Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

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

- 24. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delays and without additional cost.
- 25. Access to Records.** Contractor agrees that District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
- 26. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 27. Ownership of Work.** All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of District. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. District shall have no rights in any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only. If this Contract is terminated by either party or by default, District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 28. Warranty.**
- Contractor warrants to District and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or District, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment from District, whichever is later.
 - If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, District may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of District or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies District may have.
 - Contractor shall assign all manufacturers' warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of District.
- Contractor shall provide District with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by District.
- 29. Employees of Contractor.** At the direction of District, Contractor will immediately remove any employee of Contractor from all District premises where District determines, in its sole discretion, that removal of such employee would be in the best interests of District.
- 30. Security.** Any disclosure or removal of any matter and/or property, not in conjunction with the specifications, on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
- 31. Indemnification.**
- To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, Architect, Architect's consultants, owners representative and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
 - In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under subsection a of this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 32. Insurance.** Unless otherwise provided below, Contractor shall at all times maintain in force at Contractor's expense, the following insurance coverage:
- Workers' Compensation:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027.
 - Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by District. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 combined single limit.
 - Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by District. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - Builders All-Risk:** Not required – District provides coverage.
 - Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of

- at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- f. **Certificate of Insurance:** Contractor shall furnish to District a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on form CG 32 63 10 05. SEE EXHIBIT 4. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to District. Each certificate shall also state the relevant deductible or retention level. For general and automobile liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by District, Contractor shall also provide complete copies of insurance policies to District.
- 33. Notice of Injury or Damage to Person or Property.** If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to District's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable District and any other party affected to investigate the matter.
- 34. Waiver.** Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 35. Arbitration.**
- Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall, after decision by Architect or 30 days after submission of the Claim to Architect, be subject to arbitration. At any time, party(ies) may endeavor to resolve disputes by mediation.
 - Claims shall be decided by arbitration that, unless the parties mutually agree otherwise, shall be in accordance with the rules of the Arbitration Service of Portland, Inc. The demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Service of Portland, Inc., and a copy shall be filed with Architect. Exclusive venue for arbitration shall be in Portland, Oregon.
 - A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- 36. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and the Public Contracting Rules of District as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not subject to arbitration must be brought in Yamhill County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 37. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 38. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 39. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 40. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under Section 33 of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, or arbitrator may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.
- 41. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 42. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID# or Social Security _____

CCB# _____

Is Contractor a nonresident alien? Yes No

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

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

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

Signature Title

Name (please print) Date

NOTE: Contractor must also sign Exhibit 3

Newberg School District No. 29J

SIGNATURE

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

Signature Title

Name (please print) Date

**EXHIBIT 1
INVITATION FOR BID**



Invitation to Bid for Public Improvements

DIVISION 0 * SECTION 00 10 00

Newberg School District • 714 E 6th St• Newberg, Oregon 97132 • (503) 554 5000

1.0 January 20, 2021

1.1 List of Pre-Qualified General Contractors

1.1.1 Single Ply Roofing

ABC Roofing
Anderson Roofing Company, Inc.
Arrow Roofing & Sheet Metal, Inc.
Carlson Roofing Company, Inc.
Griffith Roofing Company
McDonald & Wetle, Inc.
Snyder Roofing of Oregon LLC
Umpqua Roofing Co., Inc.

2.0 Project Name: **Ewing Young ES 2023 Maintenance - Roof**

2.1 Project Address: 17600 NE North Valley Rd; Newberg, OR 97132

3.0 Description of Project – Removal of existing TPO membrane down to existing insulation (see demo plans for each area requirements), installation of recover board and new 60ML PVC membrane. Project includes miscellaneous flashings etc as required by the work.

4.0 Project Manager: Becca VandeWalle

4.1 Project Manager Phone: 503.415.0468
Project Manager Email: beccav@cornerstonemgi.com

5.0 Owner: Newberg School District (District)

5.1 Owner's Representative: Larry Hampton, Operations & Safety Coordinator

6.0 Architect: Paul L. Bentley Architect AIA PC

7.0 Mandatory Pre-Bid Conference Date and Time: January 26, 2023 3:00 pm

7.1 Mandatory Pre-Bid Conference Location: at school site (17600 NE North Valley Rd; Newberg, OR 97132)

7.2 The Consultant and District representative will be present to conduct the tour and answer any questions. Pre-quotation meeting decisions and the attendance list will be distributed in an addendum to contractors eligible to quote. Statements made by the Consultant and District representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Written Addendums will be emailed to all Contractors that attend the mandatory Pre-Bid Conference.

8.1 Point of Contact: All questions concerning the bidding, material or technical requirements should be directed to the Project Manager listed above and received by 2/3/2023 For copies of bid documents, please contact the Project Manager listed above.

9.0 Bid Closing (Bid Due to District): Date and time: February 15, 2023, 10am

10.0 Construction Start Date: June 19, 2023

11.0 Substantial Completion: August 18, 2023

12.0 Final Completion: August 25, 2023

13.0 Sealed bids for the Project named above will be received until bid closing date and time listed above at:

Newberg School District
Larry Hampton, Operations & Safety Coordinator
714 E 6th St.
Newberg, OR 97132

All bids will be publicly opened at that time. Bids received after Bid Closing will not be considered and returned unopened. Bids will NOT be accepted by facsimile or electronic means.

14.0 5% Bid Security is Required.

15.0 Each Bidder is required to identify whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

16.0 The Newberg School District will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered with the Construction Contractors Board as specified in OAR 137-049-0230.

17.0 Required Asbestos & Lead-Based Abatement (licensed under ORS 468A.720) is not required for this quotation.

18.0 No Offer will be received or considered by the Contracting Agency unless the Offer contains a statement by the Offeror as part of its Offer that "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870 relating to the prevailing rate of wages."

19.0 Repair, Renovation, or Painting work being performed in "Child-Occupied Facilities" (facilities built prior to 1978 where children under the age of six regularly spend time) must be conducted by a "certified renovation firm" utilizing a "certified renovator". This does not apply to this project.

20.0 Contractor must certify that they have not discriminated and they will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts.

21.0 Criminal background checks will be required as follows:

Student Occupied Site. Employees who will be working on site must have successfully completed a Nationwide Criminal History Verification. The District will process the background checks and provide contractor personnel with photo id badges at the District's expense. See Section 01 11 00, B.

Not a Student Occupied Site. Contractor conducts background check on their employees and provides their employees with proper picture identification badges.

Newberg School District
Publish: Email to pre-qualified list of contractors as listed above.

01/20/23

Exhibit 1

EXHIBIT 2
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work:

Plans: A New Re-Roof Project for the Newberg School District at Ewing Young Elementary School, issued by Paul Bentley Architect on 01/20/23

Specifications: A New Re-Roof Project for the Newberg School District at Ewing Young Elementary School, issued by Paul Bentley Architect on 01/20/23

Addenda: Addendum One, issued February 6, 2023; Addendum Two, issued February 6, 2023; Addendum Three, issued February 8, 2023

Bid Form

Bid Bond

First Tier

Site Address: 17600 NE North Valley Rd; Newberg, OR 97132

The total Contract Price shall be:

- Base Bid: \$798,069.00
- Alternates; \$0
- TOTAL Contract Price: \$798,069.00

2. District shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name:

Title:

Address:

3. Contractor will invoice District for the Work as follows:

Invoices shall be submitted to the address below:

Name: Accounts Payable: Bond Projects

Address: Newberg School District

714 E 6th St

Newberg, OR 97132

A NEW RE-ROOF PROJECT FOR THE NEWBERG SCHOOL DISTRICT AT: EWING YOUNG ELEMENTARY SCHOOL



411 N. SE. JACKSON STREET
ROSEBURG, OR 97470
541.672.0273 JEFFERSON
541.673.7888 FAX
PAUL@PAULBENTLEYARCHITECT.COM

PAUL L BENTLEY Architect A.I.A. P.C.

A NEW RE-ROOF PROJECT FOR THE NEWBERG SCHOOL DISTRICT AT:

EWING YOUNG ELEMENTARY SCHOOL

NEWBERG, OREGON

17600 NE NORTH VALLEY ROAD

ABBREVIATIONS

#	AND	EQUIP.	EQUIPMENT	F.LAM.	PLASTIC LAMINATE
L	ANGLE	E.W.	EACH WAY	P.V.	PLYWOOD
@	AT	EXP.	EXPANSION	PROP.	PROPERTY
C	CENTER LINE	EXT.	EXTERIOR	P.S.F.	POUNDS PER SQ. FOOT
C/L	PROPERTY LINE	F.A.L.	FIRE ALARM	P.S.I.	POUNDS PER SQ. INCH
#	DIAMETER	F.B.	FLAT BAR	P.T.	PRESSURE TREATED
#	NUMBER	F.O.	FACE OF	Q.T.	QUARRY TILE
<	LESS THAN	F.O.C.	FACE OF CONCRETE	R.	RISER
>	GREATER THAN	F.O.S.	FACE OF STUD	R.A.D.	RADIUS
(E)	EXISTING	F.O.D.	FLOOR DRAIN	R.D.	ROOF DRAIN
(N)	NEW	F.E.	FIRE EXTINGUISHER	R.E.	RIM ELEVATION
w/	WITH	F.E.G.	FIRE EXTINGUISHER CABINET	R.E.B.	REINFORCED BAR
w/o	WITHOUT	F.F.	FACE OF FINISH	R.F.	REFERENCE
A.B.	ANCHOR BOLT	F.F.L.	FINISH FLOOR LINE	R.F.P.	REINFORCED
A.C.	ASPHALT CONCRETE	F.L.	FLOOR LINE	R.F.Q.	REQUIRED
A.C.T.	ACOUSTICAL CEILING TILE	F.L.F.	FLOOR	R.F.S.	RESILIENT
A.D.	AREA DRAIN	F.L.F.D.	FLOOR DRAIN	R.F.O.	ROUGH OPENING
A.D.U. SH.	ADJUSTABLE SHELVING	F.L.F.D.	FLOOR DRAIN	R.W.L.	RAIN WATER LEADER
A.F.P.	ABOVE FINISH FLOOR	F.P.	FIREPROOF	S.A.D.	SEE ARCHITECTURAL DRAWING
ALUM.	ALUMINUM	FT.	FOOT	S.C.	SOLID CORE
APPROX.	APPROXIMATELY	FTG.	FOOTING	SCHED.	SCHEDULE
ARCH.	ARCHITECTURAL	FUR.	FURRING	S.D.	STORM DRAIN
BD.	BOARD	FUT.	FUTURE	SHT.	SHEET
BLDG.	BUILDING	G.	GAUGE	SIM.	SIMILAR
BLK.	BLOCK	GA.	GAUGE	SPECS.	SPECIFICATIONS
BLK.	BLOCKING	GLV.	GALVANIZED	SQ.	SQUARE
B.M.	BENCHMARK	GULLAM	GUELLAMINATED	S.S.	SEWERY SOWER
BOTT.	BOTTOM	GYP. BD.	GYP. BOARD	S.S.T.	STAINLESS STEEL
B.U.J.E.	BUILT UP ROOFING	H.B.	HOLE BOLT	STL.	STEEL
C.B.	CATCH BASIN	H.C.	HOLLOW CORE	STD.	STANDARD
C.F.	CLEAR (TRANSPARENT) FINISH	HD. WD.	HARDWOOD	STOR.	STORAGE
C.G.	CORNER GUARD	HW.	HARDWARE	STRUCT.	STRUCTURAL
QUA.	CAULKING	H.M.	HOLLOW METAL	SUSP.	SUSPENDED
QU.	CLEAR	HORIZ.	HORIZONTAL	S.V.P.	SHEET VINYL FLOORING
COL.	COLUMN	HT.	HEIGHT	SYM.	SYMMETRICAL
C.O.	CLEAN OUT	I.D.	INSIDE DIAMETER	T.	TREAD
CONC.	CONCRETE	INSUL.	INSULATION	TEL.	TELEPHONE
CONET.	CONSTRUCTION	INV.	INVERT	TEMP.	TEMP.
CONT.	CONTINUOUS	MAX.	MAXIMUM	T&G.	TONGUE AND GROOVE
C.J.	CONTROL JOINT	M.D.L.	MEDIUM DENSITY LAMINATE	TH.	THICK
C.P.	CONTROL POINT	MECH.	MECHANICAL	T.O.G.	TOP OF CONCRETE OR CURB
CSK.	COUNTERSINK	MFR.	MANUFACTURER	T.O.P.	TOP OF PAVEMENT
C.T.	CERAMIC TILE	M.H.	MANHOLE	T.O.S.	TOP OF STEEL
CTR.	CENTER	MIN.	MINIMUM	T.O.W.	TOP OF WALL
DBL.	DOUBLE	MISC.	MISCELLANEOUS	TOT.	TOTAL
DEPT.	DEPARTMENT	MTD.	MOUNTED	T.S.	TUBE STEEL
DET.	DETAIL	MTL.	METAL	TV.	TELEVISION
D.F.	DRINKING FOUNTAIN	N.I.C.	NOT IN CONTACT	TYP.	TYPICAL
DI.	DIAMETER	NO.	NUMBER	U.O.N.	UNLESS OTHERWISE NOTED
DI.M.	DIMENSION	NOM.	NOMINAL	VERT.	VERTICAL
D.S.	DOWNSPOUT	N.T.S.	NOT TO SCALE	W.	WATER
DWG.	DRAWING	O.F.P.	OWNER FURNISHED	W.G.	WATER GUDGET
EA.	EACH	O.F.P.I.	OWNER FURNISHED CONTRACTOR INSTALLED	WD.	WOOD
E.A.	EXPANSION JOINT	O.I.	OWNER INSTALLED	W.H.	WATER HEATER
E.E.C.	ELECTRICAL	O.O.	OUTSIDE DIAMETER	W.M.	WATERPROOFING MEMBRANE
ELEV.	ELEVATION	P.A.R.T.	PARTITION	W.N.C.T.	WAINSCOT
EMER.	EMERGENCY	P.B.	PANIC BOLT	W.W.F.	WELDED WIRE FABRIC
ENCL.	ENCLOSURE				
E.P.	ELECTRICAL PANEL				
EQ.	EQUAL				

DESIGN TEAM

ARCHITECT
PAUL BENTLEY ARCHITECT A.I.A. P.C.
615 SE JACKSON STREET
ROSEBURG, OREGON 97470
PHONE: (541) 672 - 0273
PAUL@PAULBENTLEYARCHITECT.COM
CONTACT: RICHARD BARBIS, AIA
(503) 970 - 0910

DRAWING INDEX

C1	COVER SHEET
A1.0	OVERALL DEMOLITION ROOF PLAN
A1.1	DEMOLITION ROOF PLAN - NORTH QUAD.
A1.2	EXISTING PHOTO PLAN - NORTH QUAD.
A1.3	DEMOLITION ROOF PLAN - SOUTH QUAD.
A1.4	EXISTING PHOTO PLAN - SOUTH QUAD.
A1.5	DEMOLITION ROOF PLAN - ROOF AREA 'A'
A1.6	OVERALL PROPOSED ROOF PLAN
A1.7	PROPOSED ROOF PLAN - NORTH QUAD.
A1.8	PROPOSED ROOF PLAN - SOUTH QUAD.
A1.9	PROPOSED ROOF PLAN - ROOF AREA 'A'
A1.10	ROOF TRAFFIC PAD PLAN
A2.0	DETAILS
A2.1	DETAILS

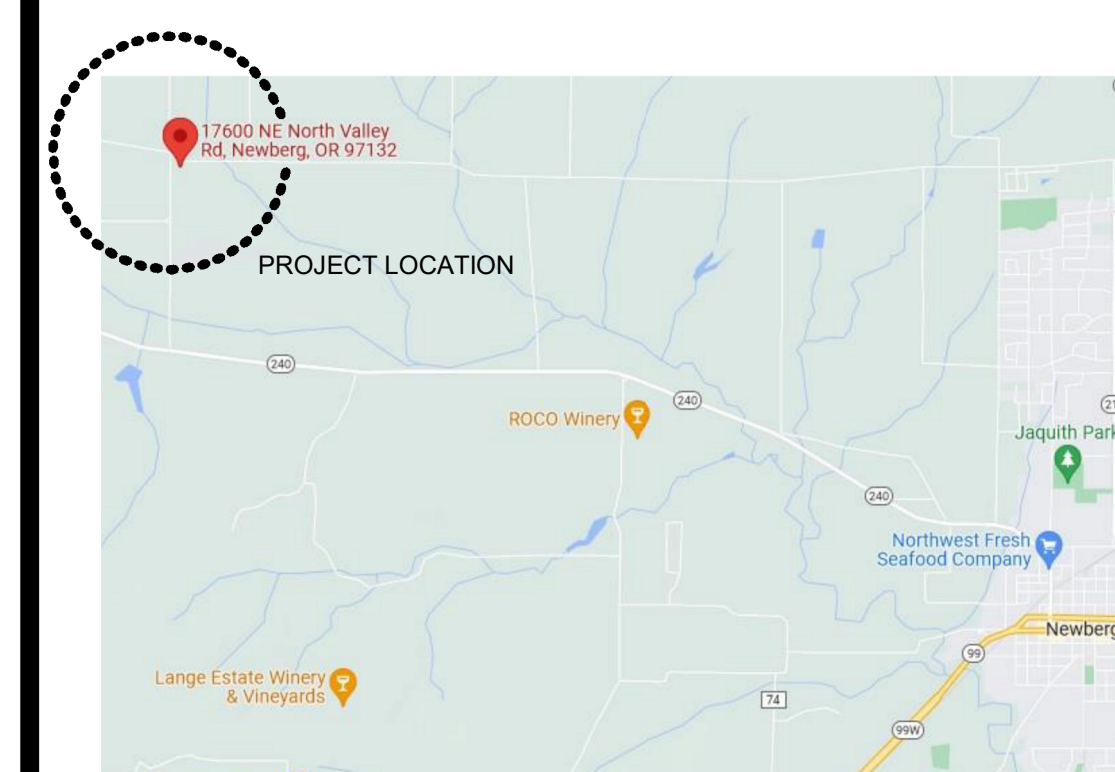
BUILDING CODE SUMMARY

GENERAL NOTES:

- DO NOT SCALE DRAWINGS. (REFER SCALE ISSUES TO ARCHITECT PRIOR TO BIDDING.)
- ALL MATERIALS & WORKMANSHIP SHALL COMPLY WITH STATE & LOCAL CODES. CONTRACTOR SHALL BE RESPONSIBLE TO BID COMPLIANT SYSTEMS.

SITE REVIEW REQUIREMENTS

VICINITY MAP



DRAWN BY:	RB
CHECKED BY:	RB
DATE:	01/29/2023
TITLE:	Cover Sheet
SCALE:	N/A

SHEET NO:	1
-----------	---

A New Re-Roof Project for the Newber School District at

Ewing Young Elementary School

NEWBERG, OREGON



BY

PAUL L. BENTLEY, ARCHITECT, A.I.A.

E-Mail: paul@paulbentleyarchitect.com



PAUL L BENTLEY
Architect A.I.A. P.C.

615 SE JACKSON STREET
ROSEBURG, OR 97470

PHONE: 541-672-0273
FAX: 541-673-7560



January 20, 2023
Bid/Permit Set

ADDENDUM 1

Ewing Young ES Maintenance 2023 - Roof
Newberg School District

Dated: February 6, 2023

Please note the following clarifications, changes, contractor questions and attachments to the bid documents. **Bid due date and time remains Thursday, February 9 at 2:00 p.m.** All bids to be delivered to the Newberg District Office – 714 E Sixth St.; Newberg, OR 97132. Bids will be opened immediately at 2pm on a conference call link; preliminary bid results will be sent out via email approximately 15 minutes after bids are received.

1.0 Changes

No changes

2.0 Contractor Questions

No contractor questions

3.0 Attachments

3.1 Record of Attendance – Mandatory Pre-Bid Job Walk – 01/26/23 at 3:00 PM

End of Addendum 1

ADDENDUM 2

Ewing Young ES Maintenance 2023 - Roof
Newberg School District

Dated: February 6, 2023

Please note the following clarifications, changes, contractor questions and attachments to the bid documents. **Bid due date and time remains Thursday, February 9 at 2:00 p.m.** All bids to be delivered to the Newberg District Office – 714 E Sixth St.; Newberg, OR 97132. Bids will be opened immediately at 2pm on a conference call link; preliminary bid results will be sent out via email approximately 15 minutes after bids are received.

1.0 Changes

No changes

2.0 Contractor Questions

No contractor questions

3.0 Attachments

3.1 No attachments

4.0 Clarifications

- 4.1 There is conflicting information in the documents about bid bond. This addendum confirms that a 5% bid bond is sufficient for bid submission.
- 4.2 As confirmed at the job walk, all permits are to be submitted and paid for by roofing contractor. Yamhill County is the permitting jurisdiction.

End of Addendum 2

ADDENDUM 3

Ewing Young ES Maintenance 2023 - Roof Newberg School District

Dated: February 8, 2023

Please note the following clarifications, changes, contractor questions and attachments to the bid documents. **Bid due date and time has changed to Wednesday, February 15 at 10:00 a.m.** All bids to be delivered to the Newberg District Office – 714 E Sixth St.; Newberg, OR 97132. Bids will be opened immediately at 10am on a conference call link; preliminary bid results will be sent out via email approximately 15 minutes after bids are received.

1.0 Changes

- 1.1 Change to Invitation to Bid Form 001000- updated Bid Closing date & time
- 1.2 Change to Bid Form 003000 – updated Bid Due date & time
- 1.3 Change to First-Tier Subcontractor Form 004100 – updated Bid Closing date & time and disclosure date & time

2.0 Contractor Questions

No contractor questions

3.0 Attachments

- 3.1 Updated Invitation to Bid Form 001000
- 3.2 Updated Bid Form 003000
- 3.3 Updated First-Tier Subcontractor Form 004100

4.0 Clarifications

- 4.1 Refer to demolition note number 10 on sheets A1.0, A1.1, A1.3 and A1.5 for all roof drains to be removed and demolished.
- 4.2 Refer to general roof note number 10 on sheets A1.6, A1.7, A1.8 and A1.9 calling for new drain installations.
- 4.3 Refer to New Roof Plan A1.7 calling out 6 new roof drains and 1 new overflow drain to be installed at existing locations.
- 4.4 Revise detail 4, Sheet A2.0: new roof drain in lieu of reused roof drain.

End of Addendum 3



BID FORM DIVISION 0 * SECTION 00 30 00

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

Bid TO: **Larry Hampton, Operations & Safety Coordinator**
714 E. 6th St
Newberg, Oregon 97132

Bids DUE: February 15, 2023, 10:00AM (unless changed by Addenda)

PROJECT: **Ewing Young ES 2023 Maintenance - Roof**

Start of Project: June 19, 2023

Substantial Completion: August 18, 2023

Final Completion: August 25, 2023

1. The undersigned,

NAME of FIRM: Griffith Roofing Company

after having carefully examined the bidding documents and **addenda numbered 1 through 3** inclusive, as well as the work site and conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and all other work, required by and in strict conformance with the above documents, necessary to complete the project for the stipulated sum of:

Base Bid:

TOTAL (Figures) \$ 798,069.00 Dollars

TOTAL (Words) Seven Hundred Ninety Eight Thousand Sixty Nine Dollars

Alternate 1: Description: N/A

TOTAL (Figures) \$ N/A Dollars

TOTAL (Words) N/A Dollars

- 2. The undersigned agrees to maintain the proposal price for a period of 30 calendar days after bid opening.
- 3. The undersigned agrees, if awarded a contract, to complete all work as shown in the Contract Documents by the substantial completion date listed above.



FIRST-TIER SUBCONTRACTOR FORM

DIVISION 0 * SECTION 00 41 00

Newberg School District • 714 E. 6th St • Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	Ewing Young ES 2023 Maintenance - Roof					
Bid # 23-0120	Closing Date:	02/15/23	Time:	10	AM X	PM
Disclosure Deadline:	Date:	02/15/23	Time:	12	AM X	PM
Deliver Form to:	Newberg School District					
Designated Recipient	Larry Hampton					
Agency's Address	714 E. 6th St					
	Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>TT&L Sheet Metal</u>	<u>Sheet Metal</u>	<u>\$117,166.00</u>
2.	<u>Karl Construction</u>	<u>Carpentry</u>	<u>\$12,075.00</u>
3.	<u>Rayborn's Plumbing</u>	<u>Plumbing</u>	<u>\$7,000.00</u>
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Griffith Roofing Company

Contact Name: Michael Schilling Phone #: (971) 235-7263



FORM OF BID BOND
DIVISION 0 * SECTION 00 42 00

Newberg School District • 714 E 6th St • Newberg, Oregon 97132 • (503) 554 5000

BID BOND

We, Griffith Roofing Co., as "Principal,"
(Name of Principal)

and The Ohio Casualty Insurance Company, an New Hampshire Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Newberg School District ("Obligee") the sum of (\$ 10% Total Amount Bid)

Ten Percent Total Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No.) for the project identified as: Ewing Young ES 2023 Maintenance - Roof which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 7th day of February, 2023.

PRINCIPAL: Griffith Roofing Co.

SURETY: The Ohio Casualty Insurance Company

By [Signature]
Signature

BY ATTORNEY-IN-FACT:

President
Official Capacity

Kelly M. Niemela
Name

Attest: [Signature]
Corporation Secretary

[Signature]
Signature

175 Berkeley Street
Address

Boston MA 02116
City State Zip





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208857-905031

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Thornhill, Bradley Mapes; Cathy Combs; Elizabeth Harmon; Emily Nagel; Jaimie Kangas; Karl L. Choltus; Kelly M. Niemela; Michael Mertz; Sarah Harren

all of the city of Portland state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of October, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT 3
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR
NOTE: Contractor Must Complete A or B below

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

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

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

**Exhibit 4:
Insurance Requirements**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027**.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of

\$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by District Not required by District

By:

Date:

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:

\$100,000, \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.

Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by District Not required by District

By:

Date:

Builders All-Risk The District will provide this insurance

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. **For commercial general liability, the Certificate and by this Contract, shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract.** Complete copies of insurance policies shall be provided to the District.



Newberg School District 29J

Board Meeting Date: February 28th, 2023

ITEM: Mountain View MS 2023 Improvements

PRESENTER: Chair Dave Brown

ACTION

Accept the small construction project contract for Mountain View MS 2023 Improvements with Five Star Builders, Inc. as outlined.

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the Small Construction Project contract for the Mountain View MS 2023 Improvements with contractor Five Star Builders, Inc. as presented.



BID TABULATION FORM

Mountain View MS 2023 Improvements OPEN: February 21, 2023 @ 2:00pm						
BID PROVIDER	Signed	Add - 3 Ack.	Bid Bond	Base Bid	Alternate 1 (polished concrete in commons)	1st Tier Disclosure
1 Five Star Builders	X	X	X	\$ 2,500,625.00	\$ 42,740.00	X
2 Par-Tech Construction	X	X	X	\$ 3,021,520.00	\$ 49,920.00	X
3						
4						
5						

Handwritten signature

OWNER Representative: *Casey Cunningham* Becca Vandewalle

WITNESS: *Lairy Hampton* Lairy Hampton, NSD

**NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between NEWBERG SCHOOL DISTRICT NO. 29J, NEWBERG, OREGON ("District") and Five Star Builders, Inc. ("Contractor").

Project: Mountain View MS 2023 Improvements

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be May 1, 2023 or the date on which each party has signed this Contract, whichever is later. The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than August 18, 2023 with final completion no later than August 25, 2023.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in **Exhibit 2**.

Statement of Work. Contractor shall perform the Work described in **Exhibit 2**.

Payment for Work. District agrees to pay Contractor in accordance with **Exhibit 2** and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including **Exhibit 1** (District's Solicitation Document and attachments); **Exhibit 2** (Statement of Work, Compensation, Payment and Renewal Terms); **Exhibit 3** (Certification Statement for Corporation or Independent Contractor); **Exhibit 4** (Insurance Requirements); Additional Exhibits:

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

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts.** District reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions District may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on District.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of District.
4. **Other Contractors.** District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.
6. **No Third-Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, District, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this Section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of District, District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. District shall not be liable for direct, indirect, or consequential damages. Termination shall

not result in a waiver of any other claim that District may have against Contractor.

- ii. If terminated under 9(c) by Contractor due to a breach by District, then District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - iii. If terminated under 9(c) or 9(d) by District due to a breach by Contractor, then District shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which District is entitled.
- 10. Payment of Invoices.** Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by District, whichever is earlier. District may withhold 5% of each payment as retainage pursuant to ORS 279C.570. Retainage will be paid within 30 days of final completion per Architects or Owners representative approval and acceptance by District.
- 11. Changes in the Work.** District reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by District and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
- 12. Inspection and Acceptance of Work.** District shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to District.
- 13. Right to Withhold Payments.** District shall have the right to withhold from payments due Contractor or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, District shall have the right to withhold from payments due Contractor such sums as are required to satisfy District's claims under that provision.
- 14. Knowledge of Site Conditions.** Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify District in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.
- 15. Special Care.** Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.
- 16. District's Right to Stop the Work.**
- a. If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, District may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
 - b. If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, District may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
- c. Notwithstanding any other provision, District's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.
- 17. Performance of the Work.** Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Architect or District's Representative. Conflicts between manufacturers' directions shall be resolved by Architect.
- 18. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- a. If terminated under 9(c) by District due to a breach by Contractor, District may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to District the amount of the reasonable excess.
 - b. In addition to the remedies in sections 9 and 13 for a breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.
 - c. If District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.
- 19. Claims.**
- a. **Time Limits on Claims:** Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to Architect and the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
 - b. **Continuing Contract Performance:** Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and District shall continue to make payments in accordance with the Contract Documents.
 - c. **Claims for Additional Costs:** If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify District.
 - d. **Claims for Additional Time:** If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- 20. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following:
- a. **ORS 279A.110:** Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - a. **ORS 279C.380:** Unless exempted by District in writing pursuant to District's Public Contracting Rules, prior to starting Work under

- this Contract, Contractor shall execute and deliver to District a good and sufficient performance bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price for the faithful performance of the Contract, and shall execute and deliver to District a good and sufficient payment bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
- b. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
 - c. ORS 279C.510: If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - d. ORS 279C.515: If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this Section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

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

- e. ORS 279C.520: Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources

that may affect the performance of this Contract. These agencies include, but are not limited to:

- i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
 - ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
 - iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and port districts.
 - iv. Tribal Governments.
- g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.
- To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.
- h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
 - i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
 - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
 - i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by District. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by District, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-

tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

j. ORS 279C.800 to 279C.870:

- i. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. If this Contract is subject to payment of prevailing wages, Contractor and any subcontractors shall pay not less than prevailing wages to each worker in each trade or occupation employed in the performance of the Contract, as determined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI"). The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, the January 5, 2023 PWR Apprenticeship Rates, and any published amendments. Such publications can be reviewed electronically at

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the Contract Documents.

- ii. This Contract is not subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection k(i) of this Section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage, as determined by the Director of BOLI. The "applicable prevailing wage rates" are those rates as set forth in the Bureau of Labor and Industries Publications "Prevailing Wage Rates for Public Works Contracts subject to BOTH the State PWR and Federal Davis Bacon Act," and any published "Amendments/Corrections to the Prevailing Wage Rates for Public Works Contracts Subject to BOTH the State PWR and Federal Davis Bacon Act" as of the date of this Contract. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_db2.shtml and are hereby incorporated as part of the Contract Documents.
- iii. District shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- iv. Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.
- k. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, Contractor shall:
 - i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).
 - ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2), (7), or (8).
- l. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - i. Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file with District a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
 - ii. Notwithstanding ORS 279C.555 or 279C570(7), District shall retain 25% of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain 25% of any amount earned by a first-tier subcontractor until such subcontractor has filed the certified statements with District. District and/or Contractor shall pay any such retained

amounts within 14 days after such certified statements are filed.

- m. ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a construction contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify District immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- n. ORS 468A.710: If this Contract requires asbestos abatement, Contractor or subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.

21. When Work Is Performed on District Property (Including Schools) Contractor Shall Comply With the Following:

- a. Identification Contractor performing work on District Property or for District shall carry photo identification and will present such, to anyone on request. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- c. No Smoking. Smoking or other use of tobacco is prohibited on the District property..
- d. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

22. When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:

- a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.
- b. Confidentiality. The Parties recognize that the Federal Education Privacy Rights Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

23. Quality of Goods and Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be

- of the highest quality. All workers and subcontractors shall be skilled in their trade.
- 24. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delays and without additional cost.
- 25. Access to Records.** Contractor agrees that District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
- 26. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 27. Ownership of Work.** All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of District. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. District shall have no rights in any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only. If this Contract is terminated by either party or by default, District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 28. Warranty.**
- Contractor warrants to District and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or District, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment from District, whichever is later.
 - If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, District may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of District or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies District may have.
- d. Contractor shall assign all manufacturers' warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of District. Contractor shall provide District with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by District.
- 29. Employees of Contractor.** At the direction of District, Contractor will immediately remove any employee of Contractor from all District premises where District determines, in its sole discretion, that removal of such employee would be in the best interests of District.
- 30. Security.** Any disclosure or removal of any matter and/or property, not in conjunction with the specifications, on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
- 31. Indemnification.**
- To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, Architect, Architect's consultants, owners representative and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
 - In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under subsection a of this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 32. Insurance.** Unless otherwise provided below, Contractor shall at all times maintain in force at Contractor's expense, the following insurance coverage:
- Workers' Compensation:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027.
 - Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by District. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 combined single limit.
 - Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by District. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

- d. **Builders All-Risk:** Not required – District provides coverage.
- e. **Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- f. **Certificate of Insurance:** Contractor shall furnish to District a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on form CG 32 63 10 05. SEE EXHIBIT 4. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to District. Each certificate shall also state the relevant deductible or retention level. For general and automobile liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by District, Contractor shall also provide complete copies of insurance policies to District.
- 33. Notice of Injury or Damage to Person or Property.** If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to District's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable District and any other party affected to investigate the matter.
- 34. Waiver.** Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 35. Arbitration.**
- Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall, after decision by Architect or 30 days after submission of the Claim to Architect, be subject to arbitration. At any time, party(ies) may endeavor to resolve disputes by mediation.
 - Claims shall be decided by arbitration that, unless the parties mutually agree otherwise, shall be in accordance with the rules of the Arbitration Service of Portland, Inc. The demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Service of Portland, Inc., and a copy shall be filed with Architect. Exclusive venue for arbitration shall be in Portland, Oregon.
 - A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- 36. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and the Public Contracting Rules of District as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not subject to arbitration must be brought in Yamhill County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 37. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 38. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 39. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 40. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under Section 33 of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, or arbitrator may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.
- 41. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 42. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID# or Social Security _____

CCB# _____

Is Contractor a nonresident alien? Yes No

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

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

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

Signature Title

Name (please print) Date

NOTE: Contractor must also sign Exhibit 3

Newberg School District No. 29J

SIGNATURE

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

Signature Title

Name (please print) Date

**EXHIBIT 1
INVITATION FOR BID**



Invitation to Bid for Public Improvements

DIVISION 00 * SECTION 00 10 00

Newberg School District • 714 E 6th St• Newberg, Oregon 97132 • (503) 554 5000

1.0 Issue Date: January 23, 2023

1.1 List of Pre-Qualified General Contractors:

- 2KG
- Bremik
- Brockamp & Jaeger
- Emerick
- Five Star Builders
- Inline Construction
- Lease Crutcher Lewis
- P&C Construction
- Par Tech
- Pence
- Perlo
- Robinson Construction
- Ross Builders NW
- Skanska
- Triplett Wellman

2.0 Project Name: Mountain View MS 2023 Improvements

2.1 Project Address:

Mountain View Middle School
2015 N Emery Dr., Newberg, OR 97132

3.0 Description of Projects:

Mountain View MS 2023 Improvements

- Secure Vestibule
- Front office relocation / remodel
- Classroom-wing Seismic Upgrades
- PA Upgrades
- Gym floor replacement
- New casework, plumbing, and mechanical at Media Center / CTE

4.0 Project Manager: Becca VandeWalle

4.1 Project Manager Phone: 503-415-0468 Project Manager Email: beccav@cornerstonemgi.com

5.0 Owner: Newberg School District (District)

5.1 Owner's Representative: Dr. Stephen Phillips, Superintendent

6.0 Architect: BRIC Architecture, Inc.

7.0 Mandatory Pre-Bid Conference Date and Time: Wednesday, January 25, 2023 @ 3:45pm

7.1 Mandatory Pre-Bid Conference Location: Mountain View MS – 2015 N Emery Dr., Newberg OR 97132

- 7.2 The Consultant and District representative will be present to conduct the tour and answer any questions. Pre-quotation meeting decisions and the attendance list will be distributed in an addendum to contractors eligible to bid. Statements made by the Consultant and District representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Written Addendums will be emailed to all Contractors that attend the mandatory Pre-Bid Conference.
- 8.0 Point of Contact: All questions concerning the bidding, material or technical requirements should be directed to the Project Manager listed above and received by **5pm on February 10, 2023**. For copies of bid documents, please contact the Project Manager listed above.
- 9.0 Bid Closing (Bid Due to District): Date and time: **Tuesday, February 21, 2023 at 2:00pm**.
- 10.0 Construction Start Date: May 1, 2023
- 11.0 Substantial Completion: August 18, 2023
- 12.0 Final Completion: August 25, 2023
- 13.0 Sealed bids for the Projects named above will be received until bid closing date and time listed above at:
- Newberg School District
Dr. Stephen Phillips, Superintendent
714 E 6th St.
Newberg, OR 97132
- All bids will be publicly opened at that time. Bids received after Bid Closing will not be considered and returned unopened. Bids will NOT be accepted by facsimile or electronic means.
- 14.0 10% Bid Security is Required.
- 15.0 Each Bidder is required to identify whether the Bidder is a “resident bidder” as defined in ORS 279A.120.
- 16.0 The Newberg School District will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered with the Construction Contractors Board as specified in OAR 137-049-0230.
- 17.0 Required Asbestos & Lead-Based Abatement (licensed under ORS 468A.720) is not required for this quotation.
- 18.0 No Offer will be received or considered by the Contracting Agency unless the Offer contains a statement by the Offeror as part of its Offer that “Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870 relating to the prevailing rate of wages.”
- 19.0 Repair, Renovation, or Painting work being performed in “Child-Occupied Facilities” (facilities built prior to 1978 where children under the age of six regularly spend time) must be conducted by a “certified renovation firm” utilizing a “certified renovator”. This does not apply to this project.
- 20.0 Contractor must certify that they have not discriminated and they will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts.

21.0 Criminal background checks will be required as follows:

Student Occupied Site. Employees who will be working on site must have successfully completed a Nationwide Criminal History Verification. The awarded General Contractor will process the background checks and provide contractor personnel with photo id badges/stickers for hard hats. See Section 01 11 00, B.

Not a Student Occupied Site. Contractor conducts background check on their employees and provides their employees with proper picture identification badges.

Dr. Stephen Phillips

Superintendent

Newberg School District

Publish: Email to pre-qualified list of contractors as listed above.

January 23, 2023

EXHIBIT 2
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work:

Plans: Mountain View Middle School Renovation 2023 issued by BRIC on January 20, 2023

Specifications: Project Manual for Mountain View Middle School Renovation 2023, Volumes 1 and 2, issued by BRIC on January 20, 2023

Addenda: Addendum One dated 02/03/2023; Addendum Two dated 02/08/23; Addendum Three dated 02/14/23

Bid Form

Bid Bond

First Tier

Site Address: 2015 N Emery Dr; Newberg, OR 97132

The total Contract Price shall be:

- Base Bid: \$2,500,625.00
- Alternate 1: \$42,740.00
- TOTAL Contract Price: \$2,543,365.00

2. District shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name:

Title:

Address:

3. Contractor will invoice District for the Work as follows:

Invoices shall be submitted to the address below:

Name: Accounts Payable: Bond Projects

Address: Newberg School District

714 E 6th St

Newberg, OR 97132

Project Manual for Mountain View Middle School Renovation 2023

Volume 1 | Divisions 00-13

Newberg Public Schools
714 E. 6th Street
Newberg, Oregon 97132

Bid/Permit Set
January 20, 2023

SET # _____

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

2/03/2023

**ADDENDUM NUMBER ONE
FOR
NEWBERG SCHOOL DISTRICT
MOUNTAIN VIEW MIDDLE SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 20, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL**SECTION 08 71 01 – Hardware Schedule:**

1. Revise hardware in the following hardware groups per the attached Section 08 71 01.
 - a. Groups: 01, 10, 18, 19, 20 and 21.
2. Revise door number in Group 11 to “170A-A”

SECTION 09 64 66 – Wood Athletic Flooring:

1. Revise Thresholds in sub-paragraph 2.06.B.3 per the attached Section 09 64 66.

ITEM II – DRAWINGS**SHEET A0.03 – WALL TYPES**

1. Wall type 3: add notes for SIMILAR conditions.
2. Wall type 5: delete “rigid” note for 2” insulation.

SHEET A1.10 – DEMO PLAN – NORTH – LEVEL 1

1. Plan 1: Add floor finish demo note at CTE classroom 128a and Makerspace 128b
2. Plan 1: Revise note regarding demo of wall finish and floor finish near grid S & 5.
3. Plan 1: Add note for wall finish demo along grid 4 between grid T & U.

SHEET A1.12 – DEMO FLOOR PLAN – ADMIN

1. Plan 1: Added existing floor finish type in areas flooring is being demo'd
2. Plan 1: LGI room - Added note to remove nosing at top landing
3. Plan 1: LGI / RR room – Added note to remove gyp board from walls to remain.
4. Plan 1: Lobby – revised note – display case not being reinstalled
5. Plan 1: Lobby – revise note of wall along grid 12 and grid M – N+.
6. Plan 1: Gym – revised note for work at alcoves and added floor finish types.

SHEET A2.10 – SECTOR PLAN – NORTH – LEVEL 1

1. Plan 1: Add wall type tags in Hall 115 and Hall 117.

SHEET A2.11 – SECTOR PLAN – NORTH – LEVEL 2

1. Plan 1: Add wall type tags in Hall 215 and Hall 217.

SHEET A2.12 – SECTOR PLAN – ADMIN

1. Plan 1: Revise door tag 170A-X to be 170A-A.
2. Plan 1: Revise wall tag on wall along grid 12 – btwn grid M & N+ to be 3 Sim.
3. Plan 1: Add wall tag at wall along grid 12 – btwn grid M& N+ at wall infill to be 3 ME.
4. Plan 1: Add detail tag 12/9.40 at two location along curve of Admin wall, where existing wall changes stud depth.

SHEET A2.14 – SECTOR PLAN – CTE

1. Plan 1: Add wall type tags at north wall of CTE Classroom 128A.

SHEET A4.10 – FINISH FLOOR PLAN – NORTH LEVEL 1

1. Plan 1: Revise note at door 140a (Gym from Lobby)

SHEET A4.12 – FINISH FLOOR PLAN – NORTH LEVEL 1

1. Plan 1: Revise note at door 140a (Gym from Lobby)

SHEET A5.12 – INTERIOR ELEVATIONS

1. Elevation 2A, 3C, & 4D, Plan 1: Add monitor and backing in elevations.
2. Elevation 5D – add note to add grommets in countertop.

SHEET A8.01 – DOOR SCHEDULE

1. Door Schedule: revise door number 170A-X to be 170A-A.

SHEET A9.30 – INTERIOR DETAILS - FLOORS

1. Detail 11 - Revise note regarding threshold type.

SHEET A9.40 – INTERIOR DETAILS

1. Detail 12 - Add new detail.

SHEET S2.12 SECTOR D – (E) ROOF FRAMING AND 2ND FLOOR WALLS PLAN

1. Remove erroneous existing walls.

SHEET S3.00 – EXTERIOR ELEVATIONS

1. Add keynote 13 “NEW SIMPSON HTT5 HOLDOWN WITH 5/8” DIA BOLT EPOXIED 12” INTO EXISTING CONCRETE.”
2. Elevation 3: Keynote tag revisions

SHEET S7.00 – ROOF FRAMING DETAILS

1. Detail 3: revise glulam eave.

SHEET P1.01 – OVERALL DEMO PLAN - PLUMBING

1. Revise as shown in clouded areas to rename enlarged view call out to match revised sheet names.
2. Revise as shown in clouded areas on attached revision drawing RM201-1.
3. Add attached new drawing to the project.
4. Remove drawing from the project

SHEET P1.11 – ENLARGED DEMO PLAN - PLUMBING

1. Revise sheet numbering.

SHEET P1.12 – ENLARGED DEMO PLAN - PLUMBING

1. Revise sheet numbering.

SHEET P2.12 – ENLARGED PLAN - PLUMBING

1. Revise Sprinkler Revision scope at entry Vestibule as shown in clouded areas on attached revision drawing.

SHEET E0.01 – ELECTRICAL SYMBOLS LEGEND/ LIGHT FIXTURE SCHEDULE

1. Remove erroneous keyplan.

SHEET E1.01 – ELECTRICAL SYMBOLS LEGEND/ LIGHT FIXTURE SCHEDULE

1. Keyplan removed from titleblock.
2. Demolition outline for lighting plan extended to include existing vestibule/hall.

SHEET E1.02 – PARTIAL FIRST FLOOR ELECTRICAL PLAN

1. Remove erroneous keyplan.

SHEET E2.01 – PARTIAL FIRST FLOOR ELECTRICAL PLAN

1. Remove erroneous keyplan.

SHEET E3.01 – PARTIAL FIRST FLOOR ELECTRICAL PLAN

1. Keyplan removed from titleblock.
2. New lighting added to existing hall between Vestibule 170A and (E)Lobby 170B.

SHEET E4.01 – PARTIAL ADMIN AREA POWER/FIRE ALARM FLOOR PLAN

1. Keyplan removed from titleblock.
2. Fire alarm pull station relocated in Reception 180.
3. Two (2) duplex receptacles added above counter in Passage 184.
4. Two (2) duplex receptacle added above counter in Reception 180.
5. Duplex receptacle in Health 185 relocated from below counter to above counter.
6. Monitor connection in Office 181 relocated to dividing wall between Office 181 and Office 182.
7. General Note #7 added identifying contractor fire alarm scope requirements.

SHEET E4.02 – PARTIAL POWER/FIRE ALARM FLOOR PLAN

1. Keyplan removed from titleblock.
2. Cord Reel in Makerspace 128B relocated.
3. Above counter duplex receptacle along south wall of Makerspace 128B relocated from behind sink.
4. Above counter duplex receptacles along south wall in CTE Classroom 128A relocated east along wall.
5. Monitor connection and above counter duplex receptacle added at north wall of Media Center 128.
6. General Note #7 added identifying contractor fire alarm scope requirements.

SHEET E5.01 – EXISTING POWER RISER DIAGRAM

1. Keyplan removed from titleblock.
2. Monitor/ Receptacle circuit added to Panel 2B1, circuit #31.
3. Added receptacle load added to Panel 2C1, circuits #15 and #17.

SHEET E5.02 – ELECTRICAL SCHEDULES

1. Remove erroneous keyplan.

SHEET E6.01 – ELECTRICAL DETAILS

1. Remove erroneous keyplan.

SHEET T0.00 – SYMBOL LIST AND GENERAL NOTES - TECHNOLOGY

1. Revise responsibility matrix to add access control and video surveillance.

SHEET T1.01 – OVERALL L1 DEMO PLAN - TECHNOLOGY

1. Add sheet in its entirety. This sheet was listed on the sheet index in the bid set but was not included in the PDF.

SHEET T1.10 – DEMO PLAN – NORTH L1 - TECHNOLOGY

1. Shift speaker clocks in Classrooms 101, 104, 121, and 124.
2. Shift ceiling mount speaker and Keynote 1 in Lockers 108.
3. Add clock to be demolished exterior of Book Storage 128D.
4. Add ceiling mount speaker to be demolished in CTE Classroom 128A and shift northwest speaker to be demolished towards north demo wall.

SHEET T1.12 – DEMO PLAN – CENTER - TECHNOLOGY

1. Add Keynote 4 in its entirety.
2. Add callout for EXISTING IDF.
3. Add ceiling mount speaker and Keynote 4 in Vestibule 170A.
4. Shift wall mount speaker to be demolished to north wall in (E) Gymnasium 140.

SHEET T2.10 – SECTOR PLAN – NORTH L1 - TECHNOLOGY

1. Add (10) total above counter callouts for AV and data outlets in Media Center 128. CTE Classroom 128A and Makerspace 128B.

SHEET T2.12 – SECTOR PLAN – CENTER - TECHNOLOGY

1. Add General Sheet Notes C and D in their entirety.
2. Add Keynote 15 in its entirety.
3. Shift AV and data outlets to opposite walls and add (3) clocks total in Offices 181, 182, and 183.
4. Add (1) clock to west wall of Reception 180.
5. Shift data outlet from north wall to west wall of Passage 184 and add above counter callout.
6. Add above counter callout to data outlet on west wall of Reception 180 exterior to (E) IDF 180A.
7. Add above counter data outlet to north wall of counter opposite of Door 180-B
8. Revise Door Tag 170-A-X to Door Tag 170A-A.
9. Add ceiling mount speaker and Keynote 15 to (E) Hall 135 west of Vestibule 170A.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

1. Prebid Meeting, see attached Record of Attendance.
2. All permits will be applied for and paid by the district, except for the electrical and low voltage permits and any deferred / delegated design permits which will be paid for by the contractor through Yamhill County and City of Newberg.
3. Estimate for this project is \$2,500,000.00
4. HMS Commercial Service was pre-selected to be Newberg School District's preferred controls vendor through an RFP process. Please reach out to Jeff Hanken:

Jeff Hanken
HMS Commercial Service, Inc.
Email: jeffh@hmsinc.us
Office (503) 220-0394
Fax (503) 841-6245
Cell (971) 204-3625

5. To help bidders understand scope and existing conditions, architectural and technology reflected ceiling plans from as-built documents will be provided to bidders via Smartsheet.

ITEM IV – ATTACHMENTS

1. Specifications: Sections 08 71 01, 09 64 66, .
2. Drawings: A0.03, A1.10, A1.12, A2.10, A2.11, A2.12, A2.14, A4.10, A4.12, A5.12, A8.01, A9.30, A9.40, S2.12, S3.00, S7.00, P1.01, P1.11, P1.12, P2.12, E0.01, E1.01, E1.02, E2.01, E3.01, E4.01, E4.02, E5.01, E5.02, E6.01, T.00, T1.01, T1.10, T1.12, T2.10, T2.12
3. Prebid Meeting, Record of Attendance (1 page)

ITEM V – BIDDER – SUPPLIER QUESTIONS AND CLARIFICATIONS

The following information is included in response to written requests for clarification. Responses in this section of the Addendum DO NOT IMPACT the original Drawings and Specifications.

1. **QUESTION:** Will background checks be required?
RESPONSE: [FROM OWNERS REP CORNERSTONE] Yes, Background checks will be required. The general contractor will run all background checks. The GC's site superintendent will be run through a district background check and will be issued a district badge. All other contractors and subcontractors will not be required to have district badges.

2. **QUESTION:** Acoustical ceilings are called out as delegated design component, however BRIC has already included the detail 5 / A9.40 illustrating what we need for seismic. They just need to add the engineering stamp and it's done. Otherwise, we'd need to add \$2,500 + to engineer & re-draw the exact same detail by a different firm. Structural is already onboard for this one as well.
RESPONSE: Delegated design is still required. The scope of ceiling work may include unforeseen or unknown conditions, and the design requires structural calculations and a stamp.

3. **QUESTION:** Can you confirm whether the Covered Play area gets sprinklered on the Mountain View MS 2023 Improvements project? If so, are there as-built fire sprinkler drawings that bidders can have access to?
RESPONSE: We understand that the Covered Play does not require sprinklers.

ITEM IV – SUBSTITUTIONS

BIDDER SHALL NOTIFY ALL SUB-BIDDERS OF THIS ADDENDUM AND SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING THE ABOVE ADDENDUM NUMBER IN THE SPACE PROVIDED ON THE BID FORM PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

END OF ADDENDUM NUMBER ONE

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

2/08/2023

**ADDENDUM NUMBER TWO
FOR
NEWBERG SCHOOL DISTRICT
MOUNTAIN VIEW MIDDLE SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 20, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL

SECTION 11 66 23 – Gymnasium Equipment:

1. Add Section

ITEM II – DRAWINGS

SHEET A2.12 – SECTION PLAN – ADMIN

1. Radius corner of countertop in room 184
2. Revise several dimensions in room 180.

SHEET A2.40 – Roof Plan & Details

1. Plan 1: Enlarged plan to show roof above Makerspace / CTE. Added exhaust vent from Maker space and tagged detail.
2. Detail 2: Revised detail
3. Detail 3: Revised detail
4. Detail 4: Revised detail

SHEET A4.10 – FINISH FLOOR PLAN – NORTH LEVEL 1

1. Plan 1: Hall 135 - add corner guards

SHEET A4.12 – FINISH FLOOR PLAN – SECTION PLAN – ADMIN

1. Plan 1: Hall 135 - add corner guards

SHEET A5.10 – INTERIOR ELEVATIONS

1. Legend: Add corner guard designation CG-1
2. Elevation 1A: Revise note at monitor blocking
3. Elevation 3C: Revise sink cabinet type to open bottom version for HC access
4. Elevation 3D: Add note to provide grommets in countertop.
5. Elevation 2E: Revise sink cabinet type to open bottom version for HC access

SHEET A5.11 – INTERIOR ELEVATIONS

1. Elevation 3D: Corner guards indicated in elevation.
2. Elevation 6B: Change wall finish and base to ceramic tile CT-1.
3. Elevation 8A: Remove erroneous graphic lines from wall, show corner guards, revise wall elevation notes.

SHEET A6.22 – RCP ADMIN

1. Health Room 185: Add curtain track to ceiling.

SHEET A8.02 – Exterior Details - Storefront

1. Detail 1: Revised detail
2. Detail 2: Revised detail
3. Detail 3: Revised detail.

SHEET A8.03 – Exterior Details - Storefront

1. Detail 1: Revised detail
2. Detail 2: Revised detail
3. Detail 3: Revised detail
4. Detail 5: Revised detail

SHEET A9.01 – CASEWORK TYPES, SCHEDULES, AND DETAILS

1. Detail 14: BC 2: SINK CABINET add type BC2B and section to sheet.

SHEET A9.70 – SIGNAGE PLAN

1. Schedule: Remove signage schedule from sheet, relocate to sheet A9.71.
2. Plan 2: Add signage plan including gymnasium, sign types indicated.

SHEET A9.71 – SIGNAGE TYPES

1. Schedule: Add signage schedule from sheet A9.70. - revise
2. Sign Types: Revise sign type 7 to indicate aluminum composite graphic material for types 7A, 7C. Custom high pressure laminate material for sign type 7B.
3. Sign Types: Revise sign type 8, Add sign types 9 and 10. Add photos of existing to match.

SHEET E1.03 – Partial Second Floor Electrical Plan

1. Add new sheet – misc electrical work at classroom wing second floor.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS

1. RFI-001 response attached: information included in Addendum 1, sheet E4.01 and E4.02

ITEM IV – ATTACHMENTS

1. Specifications: Sections 00 01 10, 11 66 23
2. Drawings: A2.12, A2.40, A4.10, A4.12, A5.10, A5.11, A6.22, A8.02, A8.03, A9.01, A970, A9.71, E1.03
3. Substitution Requests: 01 64 00
4. RFI-001 response

ITEM V – BIDDER – SUPPLIER QUESTIONS AND CLARIFICATIONS

The following information is included in response to written requests for clarification. Responses in this section of the Addendum DO NOT IMPACT the original Drawings and Specifications.

1. **QUESTION:** No spec section was included for new basketball backboards at covered play.
RESPONSE: See attached spec section 11 66 23 for Gymnasium equipment
2. **QUESTION:** A spec section was include for corner guards, but do not see any in drawings.
RESPONSE: A corner guard was shown on elevation 3D/A5.11. In this addendum, additional corner guards are added in Hall 135. See plan sheets A4.10, A4.12 and elevations A5.10 and A5.11.
3. **QUESTION:** A spec section was included for cubical curtains, but do not see any in drawings.
RESPONSE: In this addendum, a cubical curtain track was added at Health room 185. See RCP A6.22.

ITEM VI – SUBSTITUTIONS

The following manufacturers and products are acceptable subject to full compliance with all specified requirements and as further noted herein.

SECTION	MANUFACTURER	PRODUCT	REMARKS
01 64 00	TT & L	Metal Roof Panels	Metal coil supplier to provide sample certificate to show proof of testing to meet finish and core specifications with product submittal.

BIDDER SHALL NOTIFY ALL SUB-BIDDERS OF THIS ADDENDUM AND SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING THE ABOVE ADDENDUM NUMBER IN THE SPACE PROVIDED ON THE BID FORM PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

END OF ADDENDUM NUMBER TWO

Architect:

BRIC Architecture, Inc.
1233 NW Northrup Street, Suite 100
Portland, Oregon 97209

2/14/2023

**ADDENDUM NUMBER THREE
FOR
NEWBERG PUBLIC SCHOOLS
MOUNTAIN VIEW MIDDLE SCHOOL RENOVATION 2023**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated **January 20, 2023** and any previously issued addenda as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ITEM I - PROJECT MANUAL – NOT USED

ITEM II – DRAWINGS

SHEET C2.10 - DEMOLITION AND EROSION CONTROL PLAN

1. Sawcut limits have been updated.

SHEET C3.10 – SITE PLAN

1. Limits of asphalt under the covered play area and sawcut line have been updated.

SHEET C3.50 – GRADING PLAN

1. Associated grading has been updated for the new asphalt limits.

SHEET L100 – MATERIAL PLAN

1. Updated column locations
2. Updated Mow Band
3. Updated Striping

SHEET L200 – PLANTING PLAN

1. Updated Extents of grass repair

SHEET L300 – DETAILS

1. Updated Detail 1 and 2 – ½” lawn height below finish grade of adjacent surfacing.

SHEET A1.10 – DEMO FLOOR PLAN – NORTH – LEVEL 1

1. Plan 1: add notes to remove wall base in several classrooms

SHEET A1.11 – DEMO FLOOR PLAN – NORTH – LEVEL 2

1. Plan 1: add notes to remove wall base in several classrooms and locker 208.
2. Plan 1: add note to remove plug mold (on face of cabinets) in classroom 211 & 213.
3. Plan 1: add note to remove and reinstall plug mold (on face of cabinets) in classroom 212.

SHEET A1.12 – DEMO FLOOR PLAN – ADMIN – GYM - COMMONS

1. Revise sheet name to “DEMO FLOOR PLAN – ADMIN – GYM – COMMONS
2. Plan 1: Gym 140: Add note regarding salvage of (2) wall-mounted backboards and exploration of wall for existing blocking.

SHEET A2.10 – FLOOR PLAN – NORTH – LEVEL 1

1. Plan 1 – Classroom 111: revise interior elevation tag for west wall
2. Plan 1 - Classroom 112: add interior elevation tag for west wall and add “TYP” at wall section tag.
3. Plan 1 – Classroom 121: revise interior elevation tag for south wall
4. Plan 1 – Classroom 122: revise interior elevation tag for south wall, and add note regarding casework in corner of south/west wall.
5. Plan 1 – Classroom 124: add “TYP” to interior elevation tag for north wall.

SHEET A2.11 – FLOOR PLAN – NORTH – LEVEL 2

1. Plan 1 – Classroom 203: Add interior elevation tag for north wall.
2. Plan 1 – Classroom 212: add note to reinstall plug mold and add “TYP” to wall section tag
3. Plan 1 – Classroom 223: add “TYP” to interior elevation tag.

SHEET A2.15 – SECTOR PLAN - GYM

1. Plan 1 – Gym 140: Add note to provide new blocking for raised location of (2) wall mounted backboards and repair of wall.

SHEET A2.21 – COVERED PLAY PLANS

1. Adjust edge of asphalt location and extents of concrete mow band.
2. Clarify square shape of concrete column collar.
3. Tag column base detail 1/A2.23.

SHEET A3.00 – EXTERIOR ELEVATIONS

1. Reissuing sheet to include grid lines in all elevations.

SHEET A3.01 – EXTERIOR ELEVATIONS

1. Reissuing sheet to include grid lines in all elevations.

SHEET A4.11 – FLOOR FINISH PLAN – NORTH 2

1. Plan 1 Locker 208: add note to install new wall base on north wall.

SHEET A5.11 – INTERIOR ELEVATIONS

1. Elevation 6B: revise wall finish to be CT-1.
2. Elevation 8A: add wall base tag B-1.

SHEET A5.20 – INTERIOR ELEVATIONS

1. Elevation 1B add note for wall base type
2. Elevation 2A add note for wall base type
3. Elevation 3A add note for wall base type, and note work at similar walls in other rooms
4. Elevation 4A add note for wall base type, and note work at similar walls in other rooms
5. Elevation 5C & D add note for wall base type
6. Elevation 6A & B added existing cabinets types and add note to reinstall plug mold
7. Elevation 7A add note for wall base type.
8. Elevation 7B revise cabinets to be existing, and add note for wall base type.
9. Elevation 8C add note for wall base type
10. Elevation 9B add note for wall base type
11. Elevation 10A & D add note for wall base type, and note similar rooms

SHEET A6.22 – REFLECTED CEILING PLAN - ADMIN

1. Legend: revise ceiling type ACT-1E to be ACT-3
2. Plan 1 Hall 135a: revise ceiling type ACT-1E to be ACT-3.

ITEM III - ADDITIONAL INFORMATION FOR BIDDERS – NOT USED

ITEM IV – SUBSTITUTIONS – NOT USED

ITEM V – ATTACHMENTS

1. Drawings: C2.10, C3.10, C3.50, L100, L200, L300, A1.10, A1.11, A1.12, A2.10, A2.11, A2.15, A2.21, A3.00, A3.01, A4.11, A5.11, A5.20, A6.22

BIDDER SHALL NOTIFY ALL SUB-BIDDERS OF THIS ADDENDUM AND SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING THE ABOVE ADDENDUM NUMBER IN THE SPACE PROVIDED ON THE BID FORM PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

END OF ADDENDUM NUMBER THREE



BID FORM

NEWBERG DIVISION 00 * DOCUMENT 00 41 00

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

Bid TO: Dr. Stephen Phillips, Superintendent
714 E. 6th St
Newberg, Oregon 97132

Bids DUE: February 21, 2023, 2:00 PM (unless changed by Addenda)

PROJECT: Mountain View MW 2023 Improvements

Start of Project: May 1, 2023

Substantial Completion: August 18, 2023

Final Completion: August 25, 2023

1. The undersigned,
NAME of FIRM: Five Star Builders, Inc.

after having carefully examined the bidding documents and **addenda numbered** 1 **through** 3 inclusive, as well as the work site and conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and all other work, required by and in strict conformance with the above documents, necessary to complete the project for the stipulated sum of:

Base Bid:

TOTAL (Figures) \$ 2,500,625 Dollars
TOTAL (Words) Two million five hundred thousand six hundred twenty five Dollars

Alternate No. 01: Removal of existing flooring in Existing Commons 170 prep and polish existing concrete.

TOTAL (Figures) \$ 42,740 Dollars
TOTAL (Words) Forty two thousand seven hundred forty Dollars

- 2. The undersigned agrees to maintain the proposal price for a period of 30 calendar days after bid opening.
- 3. The undersigned agrees, if awarded a contract, to complete all work as shown in the Contract Documents by the substantial completion date listed above.

- 4. The undersigned agrees that, prior to commencement of the Work, and within 7 calendar days of Notice of Intent to Award, to:
 - A. Enter into and execute a contract for the work in the form of Newberg School District, "Construction Contract".
 - B. Deliver to the Owner duly executed AIA Document G705, "Certificate of Insurance," or ACORD form 25S.
 - C. Deliver to the Owner duly executed AIA Document A312, "Performance Bond and Payment Bond."

- 5. The undersigned certifies that this Bid has been prepared independently and is not made in the interests of any undisclosed party. It is submitted without collusion or intent to limit independent, competitive bidding. The Bidder has in no way induced or solicited other Bidders to submit false bids, or to refrain from bidding.
- 6. The Undersigned agrees to be bound by and will comply with the provisions of ORS 279C.838 and 279C.840 pertaining to the payment of the prevailing rates of wage.
- 7. The undersigned agrees to comply with Oregon tax laws in accordance with ORS 305.385.
- 8. Indicate below whether Bidder is Resident or Non Resident bidder.

Oregon Reciprocal Preference Law (ORS 279.029): In compliance with ORS 279.029, each Bidder must state in its proposal whether it is a resident or non-resident bidder. Bids that fail to provide this information will be considered nonresponsive and will be rejected.

DEFINITION - RESIDENT BIDDER: A bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder."

DEFINITION – NON-RESIDENT BIDDER: A bidder who is not a resident bidder as defined above.

Indicate by an "X" in the appropriate space whether you are an Oregon resident bidder or non-resident bidder:

Oregon Resident Bidder X Non-Resident Bidder _____

- 9. The undersigned certifies that you visited the site and thoroughly investigated all existing conditions. It is understood that the Bidder, before signing his/her proposal, has made a careful examination of the plans, specifications, and character of work required; that he/she has made a careful examination of the location and condition of the work, verified all measurements at the job site, and sources of supply of materials.
- 10. Security Deposit
 - a. Bids shall be accompanied by a security deposit as follows: Bid Bond of a sum no less than 10 percent on Bid Bond Form
 - b. Endorse the Bid Bond in the name of Newberg School District as obligee, signed and sealed by the principal (Contractor) and surety
 - c. The security deposit will be returned after delivery to the Newberg School District of the required Performance and Payment Bond by the accepted bidder
 - d. Include the cost of the bid security in the Bid Amount
 - e. If no contract is awarded, all security deposits will be returned.
- 11. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project as required by ORS 279A.110(4).

- 12. If applicable the first tier subcontractor disclosure form is due 2 hours after bid are due.
- 13. Submittals are due promptly after Letter of Intent. A Pre-Construction Meeting will be held prior to commencement, Weekly Construction meetings are required.
- 14. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055 and/or the State Landscape Contractors Board licensed number, and disclose the appropriate numbers. Failure to register and disclose the numbers, as applicable, will make the bid unresponsive and it will be rejected. The Undersigned hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005 are or will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 or State Landscape Contractors Board, as applicable, at the time the subcontractor(s) made a bid to work under the contract.
- 15. Oregon Business Registration: To transact business in the State of Oregon, a Bidder must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space:
 Corporate Registration X
 Assumed Business Name Registration _____
- 16. Any Bid of a contractor or subcontract listed on BOLI's list of Ineligible Contractors will be rejected.

SIGNATURES

Oregon Construction Contractor's Board No. 93298

State Landscape Contractors Board No. _____ (if applicable for the project)

NAME OF FIRM Five Star Builders, Inc.

ADDRESS P.O. Box 555, Banks, OR 97106

FEDERAL TAX ID 93-1119178

TELEPHONE NO. (503) 324-5220

Cell NO. (503) 730-0437

SIGNATURE 1) _____
Sole Individual – Signature

2) _____
Sole Individual – Printed Name

or 2) _____
Partner

or 3) Clint Jackson
Authorized Officer of Corporation – Signature

Clint Jackson
Authorized Officer of Corporation – Printed Name

Michael K. [Signature]
Attested: Secretary of Corporation

(SEAL)

**DOCUMENT 00 61 00
FORM OF BID BOND**

BID BOND
(Bond No. BID BOND)

We, Five Star Builders, Inc., as "Principal"
(Name of Principal)
and Merchants Bonding Company (MUTUAL), an Iowa Corporation
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Newberg School District ("Oblige") the sum of (\$ --- 10% ---)

Ten Percent (10%) of the Total Amount Bid ----- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Oblige in response to Oblige's procurement document (No. BID NO. 2023-0221) for the project identified as:

MOUNTAIN VIEW MS 2023 IMPROVEMENTS which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Oblige its good and sufficient performance and payment bonds required by Oblige, as well as any required proof of insurance, within the time fixed by Oblige, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 21st day of February, 2023.

PRINCIPAL: Five Star Builders, Inc.

SURETY: Merchants Bonding Company (MUTUAL)

By [Signature]
Signature
President
Official Capacity

BY ATTORNEY-IN-FACT:

Nicholas Fredrickson
Name

Attest: [Signature]
Corporation Secretary

[Signature]
Signature

2233 112th Avenue NE

Bellevue WA 98004

City State Zip

(425) 709-3600 (425) 709-7460

Phone Fax

END OF DOCUMENT

MERCHANTS BONDING COMPANY,™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail A Bonney; Alec Gumpfer; Andrew Kerlake; Andrew P Larsen; Charla M Boadle; Deanna M French; Derek Sabo; Elizabeth R Hahn; Francis Wirt; Guy P Armfield; Jana M Roy; John M Miller; John N Bustard; John R Claeys; Justin Gwinn; Katelyn Cooper; Mariah Sansone; Marie I Matetich; Mason Michael Marks; Mindee L Rankin; Nicholas Fredrickson; Roger Kaltenbach; Roland R Eugenio; Ronald J Lange; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sean K Spencer; Sharon L Pope; Shirley J Pace; Susan B Larson; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.



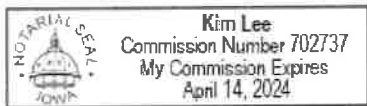
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21 day of February, 2023.



William Warner Jr.
Secretary



FIRST-TIER SUBCONTRACTOR FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	Mountain View MS 2023 Improvements					
Bid # 2023-221	Closing Date:	2/21/23	Time:	2:00	AM	X PM
Disclosure Deadline:	Date:	2/21/23	Time	4:00	AM	X PM
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>Five Star Electric</u>	<u>Electrical/LV/FA</u>	<u>\$289,630</u>
2.	<u>T&T Flooring</u>	<u>Gym Floor</u>	<u>\$165,000</u>
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Five Star Builders, Inc
 Contact Name: Terry Brown Phone #: (503) 853-2536

EXHIBIT 3
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR
NOTE: Contractor Must Complete A or B below

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

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

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

**Exhibit 4:
Insurance Requirements**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027**.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of

\$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by District Not required by District

By:

Date:

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:

\$100,000, \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.

Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by District Not required by District

By:

Date:

Builders All-Risk The District will provide this insurance

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. **For commercial general liability, the Certificate and by this Contract, shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract.** Complete copies of insurance policies shall be provided to the District.



Newberg School District 29J

Board Meeting Date: February 28th, 2023

ITEM: Dundee Elementary Contract

PRESENTER: Chair Dave Brown

ACTION

Accept the small construction project contract for Dundee Elementary School with Kirby Nagelhout Construction as outlined.

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the Small Construction Project contract for the Dundee Elementary School with contractor Kirby Nagelhout Construction as presented.



NEWBERG PUBLIC SCHOOLS

BID TABULATION FORM

New

OPEN: February 15, 2022 @ 2:00 pm

BID PROVIDER	Signed	Add. 1, 2, & 3	Bid Bond	BASE BID	Unit Price 1	Alternate 1	Alternate 2	Alternate 3	1st Tier
Bremik Construction	X	X	X	28,687,000	97	167,537	11,780	178,351	X
Emerick Construction	X	X	X	28,700,000	100	174,000	23,000	67,000	X
Kirby Nagelhout	X	X	X	27,896,000	96	158,000	13,000	138,000	X
Robinson Construction	X	X	X	27,727,000	105	72,500	14,500	190,000	X
Todd Construction	X	X	X	28,299,000	80	190,000	35,000	185,000	
Triplett Wellman Contractors	X	X	X	28,993,000	118	175,000	45,000	125,000	

/s/ Emil Hameed, Project Manager

OWNER Representative:

/s/ Larry Hampton, Director of Facilities

WITNESS:



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St					
	Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>Curtis Equipment</u>	<u>Food Service</u>	<u>399,409</u>
2.	<u>Cascade Acoustics</u>	<u>Drywall</u>	<u>1,756,328</u>
3.	<u>Hammerquist</u>	<u>Mechanical</u>	<u>3,627,358</u>
4.	<u>Furnham Electric</u>	<u>Electrical</u>	<u>3,194,469</u>
5.	<u>CIW Excavation</u>	<u>Excavation</u>	<u>2,049,000</u>
6.	<u>G'law Landscape</u>	<u>Landscape</u>	<u>598,789</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater **or**
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Emerick Construction Company

Contact Name: Corey Lohman, President Phone #: (503) 706-9842



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>TriKa Masonry</u>	<u>Masonry</u>	<u>747,650</u>
2.	<u>Pacific Cabinets</u>	<u>Metal Panel</u> ← switch	<u>642,893</u>
3.	<u>Pioneer Sheet Mtl.</u>	<u>Casework</u>	<u>1,477,448</u>
4.	<u>McDonald Ewelle</u>	<u>Roofing</u>	<u>1,175,000</u>
5.	<u>SouthTown Glass</u>	<u>alum. Storefronts</u>	<u>807,500</u>
6.	<u>Made of Steel</u>	<u>Steel Erection</u>	<u>369,700</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Emerick Construction Company

Contact Name: Corey Lohman, President Phone #: (503) 706-9842



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>ACE ELECTRIC</u>	<u>ELECTRIC</u>	<u>3,179,620</u>
2.	<u>HYDRO TEMP.</u>	<u>MECH + PLUMBING</u>	<u>3,978,000</u>
3.	<u>GREG LAW LAND.</u>	<u>LANDSCAPE</u>	<u>663,733</u>
4.	<u>CFP CONCRETE</u>	<u>SITE CONCRETE</u>	<u>683,120</u>
5.	<u>CURTIS RESTAURANT</u>	<u>KITCHEN</u>	<u>399,409</u>
6.	<u>CASCADE ACOUSTICS</u>	<u>DRYWALL/CEILINGS</u>	<u>1,756,328</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Robinson Construction Co.

Contact Name: Blake Mills Phone #: 503-209-8537



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St					
	Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>SOUTH TOWN GLASS</u>	<u>STOREFRONT/ENTRIES</u>	<u>807,500</u>
2.	<u>MCDONALD WETLE</u>	<u>ROOFING</u>	<u>1,175,000</u>
3.	<u>STEEL ENCOUNTERS</u>	<u>DECK/SOIST</u>	<u>591,457</u>
4.	<u>MADE OF STEEL</u>	<u>STEEL ERECTION</u>	<u>369,700</u>
5.	<u>AL'S WELDING</u>	<u>STEEL FABRICATION</u>	<u>845,019</u>
6.	<u>C3W EXCAVATION</u>	<u>EXCAVATION/UTILITIES</u>	<u>2,002,509</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Robinson Construction Co.

Contact Name: Blake Mills Phone #: 503-209-8537



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>DUAL FORCE</u>	<u>BUILDING</u>	<u>454,243</u>
2.	<u>SKYLINE SHEETMETAL</u>	<u>SIDING/SHEET METAL</u>	<u>1,767,908</u>
3.	<u>CASCADE CASEWORK</u>	<u>CASEWORK</u>	<u>354,250</u>
4.	<u>TICKA MASONRY</u>	<u>MASONRY</u>	<u>747,680</u>
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Robinson Construction Co.

Contact Name: Blake Mills Phone #: 503-209-8537



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Robinson Construction Co.

Contact Name: Blake Mills Phone #: 503-209-8537



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Robinson Construction Co.

Contact Name: Blake Mills Phone #: 503-209-8537



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	Made of Steel	Steel erection	\$369,700
2.	J & S Masonry	Masonry	\$892,288
3.	MB Structures	Concrete	\$990,559
4.	CORIA	Landscape	\$955,196
5.	Superior	Fencing	\$373,231
6.	D & S	Site Concrete	\$723,600

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Ben Carlson

Contact Name: Ben Carlson Phone #: 503-688-1000

Bremik



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>C & W</u>	<u>Earthwork</u>	<u>\$ 2,049,000</u>
2.	<u>farnham</u>	<u>Electrical</u>	<u>\$ 3,287,854</u>
3.	<u>Hydro temp</u>	<u>Plumbing & HVAC</u>	<u>\$ 4,087,000</u>
4.	<u>Roses</u>	<u>Food Service</u>	<u>\$ 372,069</u>
5.	<u>Alliance Partitions</u>	<u>Drywall & Framing</u>	<u>\$ 1,824,775</u>
6.	<u>Southtown glass</u>	<u>Store front</u>	<u>\$ 824,500</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Ben Carlson

Contact Name: Ben Carlson Phone #: 503-688-1000

Brumik



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	Skyline Sheet metal	Sheet metal & Flashing	\$1,767,908
2.	McDonald Wette	Roofing	\$1,175,000
3.	Pacific Cabinets	Case work	\$642,797
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater **or**
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Ben Carlson

Contact Name: Ben Carlson Phone #: 503-688-1000

Bremik



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St					
	Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>Tikka Masonry</u>	<u>Masonry</u>	<u>\$747,680</u>
2.	<u>Mace of Steel</u>	<u>Steel erection</u>	<u>\$369,700</u>
3.	<u>Cascade Casework</u>	<u>Casework</u>	<u>\$354,250</u>
4.	<u>Pioneer Sheet Metal</u>	<u>Sheet metal</u>	<u>\$1,417,448</u>
5.	<u>McDonald + Wettle</u>	<u>Roofing</u>	<u>\$1,175,000</u>
6.	<u>Southtown Glass</u>	<u>Glass</u>	<u>\$807,500</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Todd Construction, Inc.

Contact Name: Les Jacobson Phone #: 503.620.7652



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>Cascade Acoustics</u>	<u>Drywall + acoustical</u>	<u>\$ 1,756,328</u>
2.	<u>Curtis Restaurant Equip.</u>	<u>Food Service Equip.</u>	<u>\$ 399,409</u>
3.	<u>Hammerquist Inc.</u>	<u>Plumbing + HVAC</u>	<u>\$ 3,627,358</u>
4.	<u>McCoy Electrical</u>	<u>Electrical</u>	<u>\$ 3,091,300</u>
5.	<u>Canby Excavating</u>	<u>Excavating + Utilities</u>	<u>\$ 2,075,522</u>
6.	<u>Gregory Low Landscape</u>	<u>landscaping</u>	<u>\$ 598,789</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Todd Construction, Inc.

Contact Name: Les Jacobson Phone #: 503.620.7652



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St					
	Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>PENCE KELLY</u>	<u>STRUCTURAL CONCRETE</u>	<u>1,195,000</u>
2.	<u>TIKKA MASONRY</u>	<u>MASONRY</u>	<u>747,680</u>
3.	<u>MADE OF STEEL</u>	<u>STEEL ERECTION</u>	<u>369,700</u>
4.	<u>CASCADE CASEWORK</u>	<u>CASEWORK</u>	<u>354,250</u>
5.	<u>SKYLINE SM</u>	<u>WRB, FCB, SHEET MTL</u>	<u>1,713,908</u>
6.	<u>McDONALD & WETLE</u>	<u>ROOFING (SBS/TPO)</u>	<u>1,175,000</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Kirby Nagelhout Construction Company

Contact Name: Christopher Prah Phone #: 503-530-8420



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time:	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>SOLTHTOWN GLASS</u>	<u>STOREFRONT, GLAZING</u>	<u>824,500</u>
2.	<u>CASCADE ACOUSTICS</u>	<u>DAYWALL, FRAMING, ACOUSTICS</u>	<u>1,930,328</u>
3.	<u>CURTIS RESTAURANT</u>	<u>KITCHEN EQUIPMENT</u>	<u>399,409</u>
4.	<u>HAMMERQUEST</u>	<u>PUMPING & HVAC</u>	<u>3,627,358</u>
5.	<u>AC&E ELECTRIC</u>	<u>ELECTRICAL</u>	<u>3,253,620</u>
6.	<u>C&W EXCAVATION</u>	<u>EARTHWORK</u>	<u>2,017,452</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Kirby Nagelhout Construction Company

Contact Name: Christopher Prah Phone #: 503-530-8420



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>GREGORY LAW</u>	<u>LANDSCAPING</u>	<u>663,766</u>
2.	<u>CFP CONSTRUCTION</u>	<u>SITE CONCRETE</u>	<u>641,120</u>
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Kirby Nagelhout Construction Company

Contact Name: Christopher Prah Phone #: 503-530-8420

**NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between NEWBERG SCHOOL DISTRICT NO. 29J, NEWBERG, OREGON ("District") and KIRBY NAGELHOUT CONSTRUCTION ("Contractor").

Project:

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be 5/1/2023 or the date on which each party has signed this Contract, whichever is later. The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than 8/2/2024, with final completion no later than 8/30/2024.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in **Exhibit 2**.

Statement of Work. Contractor shall perform the Work described in **Exhibit 2**.

Payment for Work. District agrees to pay Contractor in accordance with **Exhibit 2** and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including **Exhibit 1** (District's Solicitation Document and attachments); **Exhibit 2** (Statement of Work, Compensation, Payment and Renewal Terms); **Exhibit 3** (Certification Statement for Corporation or Independent Contractor); **Exhibit 4** (Insurance Requirements); Additional Exhibits:

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

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts.** District reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions District may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on District.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of District.
4. **Other Contractors.** District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.
6. **No Third-Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, District, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this Section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of District, District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that District may have against Contractor.

- ii. If terminated under 9(c) by Contractor due to a breach by District, then District shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - iii. If terminated under 9(c) or 9(d) by District due to a breach by Contractor, then District shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which District is entitled.
- 10. Payment of Invoices.** Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by District, whichever is earlier. District may withhold 5% of each payment as retainage pursuant to ORS 279C.570. Retainage will be paid within 30 days of final completion per Architects or Owners representative approval and acceptance by District.
- 11. Changes in the Work.** District reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by District and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.
- 12. Inspection and Acceptance of Work.** District shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to District.
- 13. Right to Withhold Payments.** District shall have the right to withhold from payments due Contractor such sums as necessary, in District's sole opinion, to protect District against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, District shall have the right to withhold from payments due Contractor such sums as are required to satisfy District's claims under that provision.
- 14. Knowledge of Site Conditions.** Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify District in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.
- 15. Special Care.** Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.
- 16. District's Right to Stop the Work.**
- a. If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, District may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
 - b. If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, District may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
 - c. Notwithstanding any other provision, District's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.
- 17. Performance of the Work.** Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Architect or District's Representative. Conflicts between manufacturers' directions shall be resolved by Architect.
- 18. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- a. If terminated under 9(c) by District due to a breach by Contractor, District may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to District the amount of the reasonable excess.
 - b. In addition to the remedies in sections 9 and 13 for a breach by Contractor, District also shall be entitled to any other equitable and legal remedies that are available.
 - c. If District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.
- 19. Claims.**
- a. **Time Limits on Claims:** Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to Architect and the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
 - b. **Continuing Contract Performance:** Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and District shall continue to make payments in accordance with the Contract Documents.
 - c. **Claims for Additional Costs:** If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify District.
 - d. **Claims for Additional Time:** If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- 20. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation the following:
- a. **ORS 279A.110:** Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - a. **ORS 279C.380:** Unless exempted by District in writing pursuant to District's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to District a good and sufficient performance bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price for the

- faithful performance of the Contract, and shall execute and deliver to District a good and sufficient payment bond, in a form acceptable to District, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
- b. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
 - c. ORS 279C.510: If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - d. ORS 279C.515: If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this Section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

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

- e. ORS 279C.520: Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
 - i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard,

- Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
- ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
- iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and port districts.
- iv. Tribal Governments.

- g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.

- h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
 - i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
 - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by District. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by District, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to

- include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- j. ORS 279C.800 to 279C.870:
- i. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. If this Contract is subject to payment of prevailing wages, Contractor and any subcontractors shall pay not less than prevailing wages to each worker in each trade or occupation employed in the performance of the Contract, as determined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI"). The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, the January 5, 2023 PWR Apprenticeship Rates, and any published amendments. Such publications can be reviewed electronically at

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

- and are hereby incorporated as part of the Contract Documents.
- ii. This Contract is not subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection k(i) of this Section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage, as determined by the Director of BOLI. The "applicable prevailing wage rates" are those rates as set forth in the Bureau of Labor and Industries Publications "Prevailing Wage Rates for Public Works Contracts subject to BOTH the State PWR and Federal Davis Bacon Act," and any published "Amendments/Corrections to the Prevailing Wage Rates for Public Works Contracts Subject to BOTH the State PWR and Federal Davis Bacon Act" as of the date of this Contract. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_db2.shtml and are hereby incorporated as part of the Contract Documents.
- iii. District shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- iv. Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.
- k. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, Contractor shall:
- i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).
- ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2), (7), or (8).
- l. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
- i. Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file with District a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
- ii. Notwithstanding ORS 279C.555 or 279C570(7), District shall retain 25% of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain 25% of any amount earned by a first-tier subcontractor until such subcontractor has filed the certified statements with District. District and/or Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

- m. ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a construction contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify District immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- n. ORS 468A.710: If this Contract requires asbestos abatement, Contractor or subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.

21. When Work Is Performed on District Property (Including Schools) Contractor Shall Comply With the Following:

- a. Identification Contractor performing work on District Property or for District shall carry photo identification and will present such, to anyone on request. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- c. No Smoking. Smoking or other use of tobacco is prohibited on the District property..
- d. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

22. When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:

- a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.
- b. Confidentiality. The Parties recognize that the Federal Education Privacy Rights Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

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

- 24. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delays and without additional cost.
- 25. Access to Records.** Contractor agrees that District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
- 26. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 27. Ownership of Work.** All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of District. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. District shall have no rights in any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only. If this Contract is terminated by either party or by default, District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 28. Warranty.**
- Contractor warrants to District and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or District, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance
 - If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, District may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of District or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies District may have.
 - Contractor shall assign all manufacturers' warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of District.
- Contractor shall provide District with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by District.
- 29. Employees of Contractor.** At the direction of District, Contractor will immediately remove any employee of Contractor from all District premises where District determines, in its sole discretion, that removal of such employee would be in the best interests of District.
- 30. Security.** Any disclosure or removal of any matter and/or property, not in conjunction with the specifications, on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.
- 31. Indemnification.**
- To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District, Architect, Architect's consultants, owners representative and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
 - In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under subsection a of this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 32. Insurance.** Unless otherwise provided below, Contractor shall at all times maintain in force at Contractor's expense, the following insurance coverage:
- Workers' Compensation:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027.
 - Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by District. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 combined single limit.
 - Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by District. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - Builders All-Risk:** Not required – District provides coverage.
 - Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of

- at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- f. **Certificate of Insurance:** Contractor shall furnish to District a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on form CG 32 63 10 05. SEE EXHIBIT 4. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to District. Each certificate shall also state the relevant deductible or retention level. For general and automobile liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by District, Contractor shall also provide complete copies of insurance policies to District.
- 33. Notice of Injury or Damage to Person or Property.** If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to District's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable District and any other party affected to investigate the matter.
- 34. Waiver.** Waiver of any default under this Contract by District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 35. Arbitration.**
- Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall, after decision by Architect or 30 days after submission of the Claim to Architect, be subject to arbitration. At any time, party(ies) may endeavor to resolve disputes by mediation.
 - Claims shall be decided by arbitration that, unless the parties mutually agree otherwise, shall be in accordance with the rules of the Arbitration Service of Portland, Inc. The demand for arbitration shall be filed in writing with the other party to the Contract and with the Arbitration Service of Portland, Inc., and a copy shall be filed with Architect. Exclusive venue for arbitration shall be in Portland, Oregon.
 - A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- 36. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and the Public Contracting Rules of District as they exist at the time of execution of this Contract or any subsequent amendment. Any legal action involving this Contract not subject to arbitration must be brought in Yamhill County Circuit Court. If the Claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 37. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 38. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 39. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 40. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under Section 33 of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, or arbitrator may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.
- 41. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 42. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

CONTRACTOR DATA AND SIGNATURE

Business Name: Kirby Nagelhout Construction _____

Business Address: 63049 Lower Meadow Drive, Bend OR, 97701 _____

Contractor Phone: 541-389-7119 _____

Federal Tax ID# or Social Security # 93-1129077 _____

CCB# 95590 _____

Is Contractor a nonresident alien? Yes No

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

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

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



Signature

VICE PRESIDENT

Title

MICHAEL C. TAYLOR

Name (please print)

2-24-2023

Date

NOTE: Contractor must also sign Exhibit 3

Newberg School District No. 29J

SIGNATURE

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

Signature

Title

Name (please print)

Date

**EXHIBIT 1
INVITATION FOR BID**

(Attached)



Invitation to Bid for Public Improvements

DIVISION 00 * DOCUMENT 00 10 00

Newberg School District • 714 E 6th St• Newberg, Oregon 97132 • (503) 554 5000

1.0 Issue Date: January 17, 2023

1.1 List of Pre-Qualified General Contractors:

- Bremik Construction
- Emerick Construction
- Kirby Nagelhout Construction
- P&C Construction
- Robinson Construction
- Todd Construction
- Triplett Wellman Contractors

2.0 Project Names:

New Dundee Elementary School

2.1 Project Addresses:

Dundee Elementary School
8th & Edwards, Dundee, OR 97115

3.0 Description of Project:

Work of this Contract comprises all required demolition, on-site/off-site and earthwork construction, general construction, mechanical, plumbing, electrical, and data and technology work for the new Dundee Elementary School Project located at 8th & Edwards, Dundee, OR 97115.

4.0 Project Manager: Emil Hameed and Christina Skellenger

4.1 Project Manager Phone: 971-275-3395

Project Manager Email: christinas@cornerstonemgi.com

5.0 Owner: Newberg School District (District)

5.1 Owner's Representative: Dr. Stephen Phillips, Superintendent

6.0 Architect: BRIC Architecture, Inc.

7.0 Optional Pre-Bid Conference Date and Time: Tuesday, January 24, 2023 @ 1:00pm

7.1 Optional Pre-Bid Conference Location: Google Meet (link will be sent out to all pre-approved bidders)

7.2 The Consultant and District representative will be present to review the project and answer any questions. Pre-quotation meeting decisions and the attendance list will be distributed in an addendum to contractors eligible to bid. Statements made by the Consultant and District representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Written Addendums will be emailed to all Contractors.

8.0 Point of Contact: All questions concerning the bidding, material or technical requirements should be directed to the Project Manager listed above and received by **2pm on February 2, 2023**. For copies of bid documents, please contact the Project Manager listed above.

9.0 Bid Closing (Bid Due to District): Date and time: **Thursday, February 16, 2023 at 2:00pm.**

10.0 Construction Start Date: May 1, 2023

11.0 Substantial Completion: August 2, 2024

12.0 Final Completion: August 30, 2024

13.0 Sealed bids for the Projects named above will be received until bid closing date and time listed above at:

Newberg School District
Dr. Stephen Phillips, Superintendent
714 E 6th St.
Newberg, OR 97132

All bids will be publicly opened at that time. Bids received after Bid Closing will not be considered and returned unopened. Bids will NOT be accepted by facsimile or electronic means.

13.1 Projects will be awarded to one general contracting firm based on the total cost of base bid for the project, see bid form 00 30 00.

14.0 5% Bid Security is Required.

15.0 Each Bidder is required to identify whether the Bidder is a “resident bidder” as defined in ORS 279A.120.

16.0 The Newberg School District will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered with the Construction Contractors Board as specified in OAR 137-049-0230.

17.0 Required Asbestos & Lead-Based Abatement (licensed under ORS 468A.720) is not required for this quotation.

18.0 No Offer will be received or considered by the Contracting Agency unless the Offer contains a statement by the Offeror as part of its Offer that “Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870 relating to the prevailing rate of wages.”

19.0 Repair, Renovation, or Painting work being performed in “Child-Occupied Facilities” (facilities built prior to 1978 where children under the age of six regularly spend time) must be conducted by a “certified renovation firm” utilizing a “certified renovator”. This does not apply to this project.

20.0 Contractor must certify that they have not discriminated and they will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts.

21.0 Criminal background checks will be required as follows:

Student Occupied Site. Employees who will be working on site must have successfully completed a Nationwide Criminal History Verification. The District will process the background checks and provide contractor personnel with photo id badges at the District’s expense. See Section 01 11 00, B.

Not a Student Occupied Site. Contractor conducts background check on their employees and provides their employees with proper picture identification badges.

Dr. Stephen Phillips
Superintendent
Newberg School District
Publish: Email to pre-qualified list of contractors as listed above.
January 17, 2023

EXHIBIT 2
NEWBERG SCHOOL DISTRICT NO. 29J

SMALL CONSTRUCTION PROJECTS CONTRACT

STATEMENT OF WORK, COMPENSATION,

PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work:

Plans: New Dundee Elementary School, dated 1/13/2023, BRIC Architecture, project # 21003 (on file at District)

Specifications: New Dundee Elementary School, dated 1/13/2023, volumes 1 & , BRIC Architecture, project # 21003 (on file at District)

Addenda: Addendum #1, dated 1/27/2023, Addendum #2, dated 2/7/2023, & Addendum #3, dated 2/13/2023 (on file at District)

Bid Form (Attached)

Bid Bond (Attached)

First Tier (Attached)

Site Address: TBD SE 8th St, Dundee, OR, 97115

2. The total Contract Price shall be:

- Base Bid: \$27,696,000
- TOTAL Contract Price: \$27,696,000

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

Payments shall be made to the address below:

Name: Kirby Nagelhout Construction Company

Title: Attn: CFO

Address: 63049 Lower Meadow Drive, Bend. OR, 97701

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

Invoices shall be submitted to the address below:

Name: Accounts Payable: Bond Projects

Address: Newberg School District

714 E 6th St

Newberg, OR 97132



BID FORM

NEWBERG DIVISION 00 * DOCUMENT 00 41 00

PUBLIC SCHOOLS

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

Bid TO: **Dr. Stephen Phillips, Superintendent**
714 E. 6th St
Newberg, Oregon 97132

Bids DUE: February 16, 2023, 2:00 PM (unless changed by Addenda)

PROJECT: **New Dundee Elementary School**

Bid #: 2023-217

Start of Project: May 1, 2023
Substantial Completion: August 2, ~~2023~~ **2024 (Revised by Addendum No. 2)**
Final Completion: August 30, ~~2023~~ **2024 (Revised by Addendum No. 2)**

1. The undersigned,

NAME of FIRM: KIRBY NAGELHOUT CONSTRUCTION

after having carefully examined the bidding documents and **addenda numbered 1 through 3** inclusive, as well as the work site and conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and all other work, required by and in strict conformance with the above documents, necessary to complete the project for the stipulated sum of:

New Dundee Elementary School Base Bid:

TOTAL (Figures) \$ 27,696,000 Dollars

TOTAL (Words) \$ TWENTY SEVEN MILLION SIX HUNDRED NINETY SIX Dollars

Unit Price 1: Over-excavation and Fill

TOTAL (Figures) \$ 96.⁰⁰ per cubic yard

TOTAL (Words) NINETY SIX DOLLARS per cubic yard

Alternate 1: Play Area Surfacing

TOTAL (Figures) \$ 158,000.⁰⁰ Dollars

TOTAL (Words) ONE HUNDRED FIFTY EIGHT THOUSAND Dollars

9. The undersigned certifies that you visited the site and thoroughly investigated all existing conditions. It is understood that the Bidder, before signing his/her proposal, has made a careful examination of the plans, specifications, and character of work required; that he/she has made a careful examination of the location and condition of the work, verified all measurements at the job site, and sources of supply of materials.
10. **Security Deposit**
 a. Bids shall be accompanied by a security deposit as follows: Bid Bond of a sum no less than ~~40~~ 5 percent on Bid Bond Form (*Revised by Addendum No. 1*)
 b. Endorse the Bid Bond in the name of Newberg School District as obligee, signed and sealed by the principal (Contractor) and surety
 c. The security deposit will be returned after delivery to the Newberg School District of the required Performance and Payment Bond by the accepted bidder
 d. Include the cost of the bid security in the Bid Amount
 e. If no contract is awarded, all security deposits will be returned.
11. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project as required by ORS 279A.110(4).
12. If applicable the first tier subcontractor disclosure form is due 2 hours after bid are due.
13. Submittals are due promptly after Letter of Intent. A Pre-Construction Meeting will be held prior to commencement, Weekly Construction meetings are required.
14. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055 and/or the State Landscape Contractors Board licensed number, and disclose the appropriate numbers. Failure to register and disclose the numbers, as applicable, will make the bid unresponsive and it will be rejected. The Undersigned hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005 are or will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 or State Landscape Contractors Board, as applicable, at the time the subcontractor(s) made a bid to work under the contract.
15. Oregon Business Registration: To transact business in the State of Oregon, a Bidder must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space:
 Corporate Registration _____
 Assumed Business Name Registration _____
16. Any Bid of a contractor or subcontract listed on BOLI's list of Ineligible Contractors will be rejected.

SIGNATURES

Oregon Construction Contractor's Board No. 95590

State Landscape Contractors Board No. 95590 (if applicable for the project)

NAME OF FIRM KIRBY NAGELHOUT CONSTRUCTION COMPANY

ADDRESS 63049 LOWER MEADOW DRIVE

FEDERAL TAX ID 93-1129077

TELEPHONE NO. 541-389-7119

Cell NO. 503-522-1346

SIGNATURE 1) _____
Sole Individual – Signature


2) _____
Sole Individual – Printed Name

or 2) _____
Partner

or 3)  _____
Authorized Officer of Corporation – Signature

MICHAEL C. TAYLOR, VICE PRESIDENT
Authorized Officer of Corporation – Printed Name

(SEAL)

 _____
Attested: Secretary of Corporation

DOCUMENT 00 61 00
FORM OF BID BOND

BID BOND
(Bond No. N/A)

We, Kirby Nagelhout Construction Co., as "Principal"
(Name of Principal)
and Western Surety Company an South Dakota Corporation
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Newberg School District ("Oblige") the sum of (\$ 5% of Total Amount Bid---)

Five Percent of Total Amount Bid--- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Oblige in response to Oblige's procurement document (No. 2023-217) for the project identified as:

New Dundee Elementary School Project #21003 which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to five (5) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Oblige its good and sufficient performance and payment bonds required by Oblige, as well as any required proof of insurance, within the time fixed by Oblige, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 16th day of February, 2023

PRINCIPAL: Kirby Nagelhout Construction Co.

SURETY: Western Surety Company

By: [Signature]
Signature
MICHAEL C. TAYLOR, VICE PRESIDENT

BY ATTORNEY-IN-FACT:
Gloria Bruning
Name

Attest: [Signature]
Official Capacity
Corporation Secretary

[Signature]
Signature

PO Box 2808

Portland, OR 97208

City State Zip
503-224-2500 503-224-9830
Phone Fax

END OF DOCUMENT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Vicki Mather, Gloria Bruning, J Patrick Dooney, Richard W Kowalski, Brent Olson, Leticia Romano, Joel Dietzman, Christopher A Reburn, Gail A Price, Justin Cumnock, Andrew Choruby, Casey J Geske, Sterling Drew Roddan, Amanda J Lee, Individually

of Lake Oswego, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of December, 2021.



WESTERN SURETY COMPANY

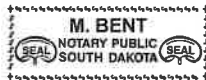
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of February, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>PENCE KELLY</u>	<u>STRUCTURAL CONCRETE</u>	<u>1,195,000</u>
2.	<u>TIKKA MASONRY</u>	<u>MASONRY</u>	<u>747,680</u>
3.	<u>MADE OF STEEL</u>	<u>STEEL ERECTION</u>	<u>369,700</u>
4.	<u>CASCADE CASEWORK</u>	<u>CASEWORK</u>	<u>354,250</u>
5.	<u>SKYLINE SM</u>	<u>WRB, FCB, SHEET MTL</u>	<u>1,713,908</u>
6.	<u>McDONALD & WETLE</u>	<u>ROOFING (SBS/TPO)</u>	<u>1,175,000</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Kirby Nagelhout Construction Company

Contact Name: Christopher Prah Phone #: 503-530-8420



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time:	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>SOLTHTOWN GLASS</u>	<u>STOREFRONT, GLAZING</u>	<u>824,500</u>
2.	<u>CASCADE ACOUSTICS</u>	<u>DAYWALL, FRAMING, ACOUSTICS</u>	<u>1,930,328</u>
3.	<u>CURTIS RESTAURANT</u>	<u>KITCHEN EQUIPMENT</u>	<u>399,409</u>
4.	<u>HAMMERQUEST</u>	<u>PUMPING & HVAC</u>	<u>3,627,358</u>
5.	<u>AC&E ELECTRIC</u>	<u>ELECTRICAL</u>	<u>3,253,620</u>
6.	<u>C&W EXCAVATION</u>	<u>EARTHWORK</u>	<u>2,017,452</u>

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Kirby Nagelhout Construction Company

Contact Name: Christopher Prah Phone #: 503-530-8420



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DIVISION 00 * DOCUMENT 00 43 50

Newberg School District • 714 E. 6th St• Newberg, Oregon 97132 • (503) 554 5000

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name	New Dundee Elementary School					
Bid # 2023-216	Closing Date:	2/16/23	Time:	2:00	PM	
Disclosure Deadline:	Date:	2/16/23	Time	4:00	PM	
Deliver Form to:	Newberg School District					
Designated Recipient	Dr. Stephen Phillips, Superintendent					
Agency's Address	714 E. 6th St Newberg, OR 97132					

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above. This form must be submitted at the location indicated in the Invitation to Bid.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form by attaching to the bid, or if submitting later to the online disclosure event published immediately after bid closing. The online event will have the same number as the bid, and the word disclosure in the title.

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

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>GREGORY LAW</u>	<u>LANDSCAPING</u>	<u>663,766</u>
2.	<u>CFP CONSTRUCTION</u>	<u>SITE CONCRETE</u>	<u>641,120</u>
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, or \$15,000, whichever is greater or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Kirby Nagelhout Construction Company


Contact Name: Christopher Prah Phone #: 503-530-8420

EXHIBIT 3
NEWBERG SCHOOL DISTRICT NO. 29J
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR
NOTE: Contractor Must Complete A or B below

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

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

 Signature	<u>VICE PRESIDENT</u> Title	<u>2-24-2023</u> Date
---	--------------------------------	--------------------------

OR

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

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

**Exhibit 4:
Insurance Requirements**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027**.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of

\$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by District Not required by District

By:

Date:

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:

\$100,000, \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$5,000,000. This insurance must include contractual liability coverage.

Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by District Not required by District

By:

Date:

Builders All-Risk The District will provide this insurance

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. **For commercial general liability, the Certificate and by this Contract, shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract.** Complete copies of insurance policies shall be provided to the District.