BIDDER'S PACKET

CITY OF

CHILOQUIN

PUBLIC WORKS BUILDING

2026

Project funded by:
The Community Development Block Grant Disaster Recovery funds from the U.S. Department of Housing and Urban Development

ADKINS ENGINEERING & SURVEYING

1435 Esplanade Ave, Klamath Falls, OR 97601
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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Chiloquin
127 S. First Avenue / PO Box 196
Chiloquin, Oregon 97624

Contractor:

_____
_____
_____
_____

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

C. Contractor's license number as evidence of Bidder's State Contractors Board (CCB) Registration;

2.02 First Tier-Disclosure Form

The completed First Tier Disclosure Form is not required to be submitted with the Bid at the time of bid closing. In accordance with ORS 279C.370, the form must be submitted to the Owner within two (2) working hours after the advertised bid closing time. Failure to submit the completed form by the disclosure deadline will result in the Bid being declared non-responsive and the Bid will not be considered for award.

ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

Lump Sum Price (Base Bid and Alternates): Deductive Alternates are listed as determined by the City. The City may select any combination of Deductive Alternates based on available funding.

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Lump Sum Bid Price for Base Bid – Building & Site Work	$
Deductive Alternate 1 – Eliminate truck hoist. Retain thickened reinforced slab and all associated slab reinforcement at the lift location, and retain under-slab conduit (if any)	$
Deductive Alternate 2 – Eliminate insulated 12'x12' overhead door along the south wall of the building	$
Deductive Alternate 3 – Eliminate covered entries along the north and east walls	$
Deductive Alternate 4 – Eliminate office/mezzanine and appurtenances with the exception of the restroom, exterior door and windows. Retain under-slab kitchen plumbing and electrical (if any). Add electric wall heater and on demand water heater inside the restroom	$

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

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1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

6.03 *Liquidated Damages*

Bidder accepts the provisions of the Agreement as to liquidated damages.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

If Bidder is a corporation, a partnership, limited liability company, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable)

Bidder's UEI Number: (if applicable) _____

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **[Full formal name of Bidder]** Address *(principal place of business)*: **[Address of Bidder's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **City of Chiloquin** Address *(principal place of business)*: **City of Chiloquin** **127 S. First Avenue** **Chiloquin, OR 97624**	**Bid** Project *(name and location)*: **Public Works Building** **Chiloquin, Oregon** Bid Due Date: **December 17, 2026**
Bond Penal Sum: **[Amount]** Date of Bond: **[Date]**	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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BIDDER'S CERTIFICATION STATEMENTS AS REQUIRED BY CERTAIN OREGON REVISED STATUTES (ORS)

The Bidder, _____, certifies to the following:
(Company Name)

(1) Bidder is registered with the Oregon Construction Contractors Board (CCB) in accordance with ORS 701.035 through 701.055. The Bidder certifies that Registration Number _____ allows the company to perform Work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the Contract, all Subcontractors performing Work will be registered with the Construction Contractors Board in accordance with ORS 701.035 through 701.055 before the Subcontractors commence Work under the Contract (reference ORS 279C.365).

(2) This project is funded with federal CDBG-DR funds. The successful Contractor must be eligible and not debarred or suspended as verified through SAM.gov. The Owner will perform this verification prior to award. Bidder certifies that neither it nor its principals are presently debarred, suspended, or otherwise ineligible for federal funding. Unique Entity Identifier (UEI) Number (if applicable): _____

(3) Bidder agrees to be bound by and will comply with the provisions of the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870 and OAR 839-25) and, if applicable, the federal Davis-Bacon Act (40 U.S.C. §§ 3141–3148) which provides for payment of not less than the applicable prevailing wage rate (state or federal, whichever is greater), including fringe benefits, the posting of wage rates on the jobsite, the furnishing of payroll certifications, and other requirements. In addition, the Bidder will comply with ORS 279C.520 and 279C.540 in the hours of employment and the payment of overtime.

(4) Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385.

(5) Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts (reference ORS 279A.110).

(6) Bidder is a [***Non-resident Bidder***] or [***Resident Bidder***] **(circle correct designation)** as defined in ORS 279A.120. "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the Bid and has a business address in the State of Oregon (reference ORS 279C.365).

(7) Bidder and Bidder's Subcontractors are not on the Oregon Construction Contractors Board list of corporations, partnerships, or other business entity of which the Contractor or Subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not to be qualified to hold or participate in a public contract for a public improvement.

(8) Bidder has an employee drug testing program that meets state and federal standards (reference ORS 279C.505).

Bidder: _____
(Signature)

Title: _____

Date: _____

Project: **Public Works Building**
Chiloquin, Oregon

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: Public Works Building for City of Chiloquin, Oregon

BID CLOSING: **Date: December 17, 2026 Time: 2:00 PM (Local Time)**

DISCLOSURE DEADLINE: **Date: December 17, 2026 Time: 4:00 PM (Local Time)**

BID OPENING: **Date: December 17, 2026 Time: 2:00 PM (Local Time)**

This form must be submitted within two (2) working hours after the advertised bid closing date and time, no later than the DISCLOSURE DEADLINE stated above. Working hours include the hours between 8 a.m. and 5 p.m.

List below the Name, Address, Contractor's License #, Type of Work Performed, Contact Name, and Telephone Number of each subcontractor that will be furnishing labor or labor and materials that are required to be disclosed. Enter "NONE" if there are no subcontractors who need to be disclosed. **(IF NEEDED, ATTACH ADDITIONAL SHEETS.)**

NAME/ADDRESS	CCB #	TYPE OF WORK PERFORMED	DOLLAR AMOUNT OF WORK	CONTACT NAME / PHONE #
1)				
2)				
3)				

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

a) Five (5) percent of the total base bid Contract Price, but at least $15,000 (including all alternates). If the Dollar Value is less than $15,000, do not list the subcontractor above; or

b) $350,000 regardless of the percentage of the total base bid Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

Deliver Form to Owner: City of Chiloquin

Person Designated to Receive Form: Julie Bettles, Mayor, Phone #: 541-783-2717 Fax #: 541-783-2035

Owner's Address: PO Box 196 / 127 S. First Avenue, Chiloquin, OR 97624

IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.