

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Walla Walla River Bridge Contract

<p>Background: The County issued an invitation to bid to install the new bridge crossing the Walla Walla River by the South Fork Walla Walla River Road. (County Bridge No. 24130) Seven bids were submitted:</p> <ul style="list-style-type: none"> Harry Johnson - \$600,397.50 Waldron & Sons – 607,607.27 Oregon State Bridge Construction – 644,304 Siegmund – 777,566 Cascade Civil Corp – 838,278 Granite Construction – 949,012 MJ Hughes Construction – 1,074,466 <p>The recommendation is to award the contract to the lowest bidder. The bid meets the bidding requirements.</p>	<p>Requested Action: Give intent to award contract for bridge construction to Harry Johnson Plumbing & Excavation, Inc. in the base amount of \$600,397.50</p>
--	--

ATTACHMENTS: Bid Tabulation; Bid

Checkoffs:

- () Dept. Head (copy)
- () Budget (copy)
- () Legal (copy)

To be notified of Meeting:
Tom Fellows

Scheduled for meeting on: January 19, 2022

Action taken:

Anderson Perry & Associates, Inc.
 PO Box 1687
 Walla Walla, WA 99362

BID TABULATION
South Fork Walla Walla River -
Walla Walla River Bridge (Bridge No. 24130)

Owner: Umatilla County
 3920 Westgate Street
 Pendleton, Oregon 97801

Bid Opening: January 7, 2022, 1:00 p.m.		<i>Engineer's Estimate</i>				<i>Harry Johnson Plumbing & Excavation, Inc. (1/7)</i>		<i>Waldron & Sons, Inc. (2/7)</i>	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	All Req'd	\$ 40,000	\$40,000.00	\$40,000.00	\$40,000.00	\$55,777.78	\$55,777.78
2	Temporary Protection and Direction of Traffic, Complete	LS	All Req'd	2,000	2,000.00	3,100.00	3,100.00	5,500.00	5,500.00
3	Diversion Bridge	LS	All Req'd	50,000	50,000.00	34,500.00	34,500.00	31,275.00	31,275.00
4	Erosion Control	LS	All Req'd	3,000	3,000.00	2,450.00	2,450.00	2,200.00	2,200.00
5	Sediment Fence	FT	470	6	2,820.00	5.00	2,350.00	3.50	1,645.00
6	Pollution Control Plan	LS	All Req'd	1,500	1,500.00	750.00	750.00	2,700.00	2,700.00
7	Removal of Structures and Obstructions	LS	All Req'd	5,000	5,000.00	14,500.00	14,500.00	7,700.00	7,700.00
8	Clearing and Grubbing	LS	All Req'd	5,000	5,000.00	3,750.00	3,750.00	9,775.00	9,775.00
9	Earthwork	LS	All Req'd	25,000	25,000.00	18,500.00	18,500.00	22,275.00	22,275.00
10	Embankment Geotextile	SY	126	40	5,040.00	5.50	693.00	2.17	273.42
11	Loose Riprap, Class 700	CY	335	85	28,475.00	71.50	23,952.50	71.00	23,785.00
12	Bridge Removal Work	LS	All Req'd	40,000	40,000.00	27,600.00	27,600.00	25,767.00	25,767.00
13	Structure Excavation	LS	All Req'd	4,000	4,000.00	3,240.00	3,240.00	2,500.00	2,500.00
14	Granular Wall Backfill	LS	All Req'd	3,000	3,000.00	6,100.00	6,100.00	2,775.00	2,775.00
15	Furnish Drilling Equipment	LS	All Req'd	25,000	25,000.00	18,500.00	18,500.00	42,000.00	42,000.00
16	Drilled Pile, 12-In. Diam.	LF	650	210	136,500.00	307.00	199,550.00	302.00	196,300.00
17	Substructure Structural Steel	LS	All Req'd	30,000	30,000.00	46,012.00	46,012.00	37,007.27	37,007.27
18	Prefabricated Steel Bridge Install	LS	All Req'd	40,000	40,000.00	39,000.00	39,000.00	27,720.00	27,720.00
19	Aggregate Base	TON	840	45	37,800.00	22.50	18,900.00	32.77	27,526.80
20	Level 2, 1/2-In. ACP Mixture	TON	300	110	33,000.00	160.00	48,000.00	140.17	42,051.00
21	Concrete Curbs, Standard Curb	LF	52	40	2,080.00	82.50	4,290.00	27.00	1,404.00
22	Guardrail, Type 4	LF	50	60	3,000.00	165.00	8,250.00	100.00	5,000.00
23	Guardrail Transition	EA	4	3,200	12,800.00	5,750.00	23,000.00	5,500.00	22,000.00
24	Guardrail Anchors, Type 1 Modified	EA	4	900	3,600.00	1,570.00	6,280.00	1,100.00	4,400.00
25	Guardrail End Pieces, Type B	EA	4	175	700.00	220.00	880.00	250.00	1,000.00
26	Permanent Seeding	LS	1	900	900.00	4,000.00	4,000.00	2,500.00	2,500.00
27	Willow Stake	EA	100	20	2,000.00	15.00	1,500.00	25.00	2,500.00
28	Planting - 5 Gallon	EA	10	150	1,500.00	75.00	750.00	225.00	2,250.00
BID TOTAL						\$543,715.00		\$600,397.50	\$607,607.27
Total Shown on Bid Schedule						N/A		\$600,397.50	\$607,607.27
Difference						N/A		\$0.00	\$0.00

BID TABULATION
South Fork Walla Walla River -
Walla Walla River Bridge (Bridge No. 24130)

Bid Opening: January 7, 2022, 1:00 p.m.				<i>Oregon State Bridge Construction, Inc. (3/7)</i>		<i>Siegmund Excavation & Construction (4/7)</i>		<i>Cascade Civil Corp. (5/7)</i>	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	All Req'd	\$64,400.00	\$64,400.00	\$75,800.00	\$75,800.00	\$79,000.00	\$79,000.00
2	Temporary Protection and Direction of Traffic, Complete	LS	All Req'd	5,000.00	5,000.00	2,500.00	2,500.00	8,800.00	8,800.00
3	Diversion Bridge	LS	All Req'd	17,500.00	17,500.00	26,100.00	26,100.00	79,810.00	79,810.00
4	Erosion Control	LS	All Req'd	2,100.00	2,100.00	2,000.00	2,000.00	2,100.00	2,100.00
5	Sediment Fence	FT	470	13.00	6,110.00	5.00	2,350.00	3.00	1,410.00
6	Pollution Control Plan	LS	All Req'd	500.00	500.00	250.00	250.00	1,100.00	1,100.00
7	Removal of Structures and Obstructions	LS	All Req'd	10,000.00	10,000.00	17,350.00	17,350.00	5,800.00	5,800.00
8	Clearing and Grubbing	LS	All Req'd	7,500.00	7,500.00	2,950.00	2,950.00	1,100.00	1,100.00
9	Earthwork	LS	All Req'd	18,000.00	18,000.00	41,000.00	41,000.00	27,000.00	27,000.00
10	Embankment Geotextile	SY	126	39.00	4,914.00	7.25	913.50	4.00	504.00
11	Loose Riprap, Class 700	CY	335	135.00	45,225.00	127.50	42,712.50	160.00	53,600.00
12	Bridge Removal Work	LS	All Req'd	10,000.00	10,000.00	9,500.00	9,500.00	9,500.00	9,500.00
13	Structure Excavation	LS	All Req'd	8,800.00	8,800.00	37,500.00	37,500.00	5,000.00	5,000.00
14	Granular Wall Backfill	LS	All Req'd	6,200.00	6,200.00	25,650.00	25,650.00	3,000.00	3,000.00
15	Furnish Drilling Equipment	LS	All Req'd	100,000.00	100,000.00	62,500.00	62,500.00	51,290.00	51,290.00
16	Drilled Pile, 12-In. Diam.	LF	650	277.00	180,050.00	310.00	201,500.00	336.00	218,400.00
17	Substructure Structural Steel	LS	All Req'd	50,000.00	50,000.00	85,000.00	85,000.00	84,000.00	84,000.00
18	Prefabricated Steel Bridge Install	LS	All Req'd	15,000.00	15,000.00	25,500.00	25,500.00	68,000.00	68,000.00
19	Aggregate Base	TON	840	32.00	26,880.00	47.00	39,480.00	60.00	50,400.00
20	Level 2, 1/2-In. ACP Mixture	TON	300	95.00	28,500.00	95.00	28,500.00	132.00	39,600.00
21	Concrete Curbs, Standard Curb	LF	52	55.00	2,860.00	45.00	2,340.00	62.00	3,224.00
22	Guardrail, Type 4	LF	50	100.00	5,000.00	105.00	5,250.00	110.00	5,500.00
23	Guardrail Transition	EA	4	4,500.00	18,000.00	5,000.00	20,000.00	4,950.00	19,800.00
24	Guardrail Anchors, Type 1 Modified	EA	4	1,100.00	4,400.00	1,225.00	4,900.00	1,210.00	4,840.00
25	Guardrail End Pieces, Type B	EA	4	250.00	1,000.00	275.00	1,100.00	275.00	1,100.00
26	Permanent Seeding	LS	1	965.00	965.00	2,150.00	2,150.00	8,200.00	8,200.00
27	Willow Stake	EA	100	32.00	3,200.00	100.00	10,000.00	37.00	3,700.00
28	Planting - 5 Gallon	EA	10	220.00	2,200.00	277.00	2,770.00	250.00	2,500.00
BID TOTAL					\$644,304.00		\$777,566.00		\$838,278.00
Total Shown on Bid Schedule					\$644,304.00		\$777,566.00		\$838,278.00
Difference					\$0.00		\$0.00		\$0.00

BID TABULATION
South Fork Walla Walla River -
Walla Walla River Bridge (Bridge No. 24130)

Bid Opening: January 7, 2022, 1:00 p.m.				Granite Construction Co. (6/7)		MJ Hughes Construction (7/7)	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	All Req'd	\$57,333.00	\$57,333.00	\$100,000.00	\$100,000.00
2	Temporary Protection and Direction of Traffic, Complete	LS	All Req'd	5,000.00	5,000.00	2,500.00	2,500.00
3	Diversion Bridge	LS	All Req'd	83,000.00	83,000.00	250,000.00	250,000.00
4	Erosion Control	LS	All Req'd	5,000.00	5,000.00	1,300.00	1,300.00
5	Sediment Fence	FT	470	8.00	3,760.00	0.00	6,580.00
6	Pollution Control Plan	LS	All Req'd	1,500.00	1,500.00	350.00	350.00
7	Removal of Structures and Obstructions	LS	All Req'd	15,000.00	15,000.00	25,000.00	25,000.00
8	Clearing and Grubbing	LS	All Req'd	8,000.00	8,000.00	10,000.00	10,000.00
9	Earthwork	LS	All Req'd	30,000.00	30,000.00	21,000.00	21,000.00
10	Embankment Geotextile	SY	126	1.50	189.00	46.00	5,796.00
11	Loose Riprap, Class 700	CY	335	150.00	50,250.00	134.00	44,890.00
12	Bridge Removal Work	LS	All Req'd	30,000.00	30,000.00	17,000.00	17,000.00
13	Structure Excavation	LS	All Req'd	25,000.00	25,000.00	7,000.00	7,000.00
14	Granular Wall Backfill	LS	All Req'd	9,000.00	9,000.00	5,000.00	5,000.00
15	Furnish Drilling Equipment	LS	All Req'd	17,000.00	17,000.00	79,000.00	79,000.00
16	Drilled Pile, 12-In. Diam.	LF	650	440.00	286,000.00	300.00	195,000.00
17	Substructure Structural Steel	LS	All Req'd	78,000.00	78,000.00	50,000.00	50,000.00
18	Prefabricated Steel Bridge Install	LS	All Req'd	96,000.00	96,000.00	150,000.00	150,000.00
19	Aggregate Base	TON	840	55.00	46,200.00	33.00	27,720.00
20	Level 2, 1/2-In. ACP Mixture	TON	300	200.00	60,000.00	113.00	33,900.00
21	Concrete Curbs, Standard Curb	LF	52	65.00	3,380.00	140.00	7,280.00
22	Guardrail, Type 4	LF	50	100.00	5,000.00	125.00	6,250.00
23	Guardrail Transition	EA	4	4,500.00	18,000.00	5,000.00	20,000.00
24	Guardrail Anchors, Type 1 Modified	EA	4	1,100.00	4,400.00	1,200.00	4,800.00
25	Guardrail End Pieces, Type B	EA	4	250.00	1,000.00	250.00	1,000.00
26	Permanent Seeding	LS	1	5,000.00	5,000.00	1,780.00	1,780.00
27	Willow Stake	EA	100	50.00	5,000.00	12.00	1,200.00
28	Planting - 5 Gallon	EA	10	100.00	1,000.00	12.00	120.00
BID TOTAL					\$949,012.00		\$1,074,466.00
Total Shown on Bid Schedule					\$949,012.00		\$1,074,466.00
Difference					\$0.00		\$0.00

BIDDER'S PACKET

**UMATILLA COUNTY,
OREGON**

**SOUTH FORK WALLA WALLA RIVER -
WALLA WALLA RIVER ROAD BRIDGE
(BRIDGE NO. 24130)**



214 E. Birch Street - Walla Walla, WA 99362 Ph: (509) 529-9260 Fax: (509) 529-8102
WALLA WALLA, WA. LA GRANDE, OR. REDMOND, OR. HERMISTON, OR.

TABLE OF CONTENTS

Bidder's Packet

	PAGE
Bid Form	1 to 5
Bid Bond	
Bidder's Performance and Payment Bond Statement	
Bidder's Certification Statement as Required by Certain Oregon Revised Statutes (ORS)	
First-Tier Subcontractor Disclosure Form	

BID FORM

Umatilla County, Oregon

South Fork Walla Walla River - Walla Walla River Bridge (Bridge No. 24130)

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient	1
ARTICLE 2 – Bidder’s Acknowledgements.....	1
ARTICLE 3 – Bidder’s Representations	1
ARTICLE 4 – Bidder’s Certification.....	2
ARTICLE 5 – Bid Schedule.....	3
ARTICLE 6 – Time of Completion.....	4
ARTICLE 7 – Attachments to this Bid.....	4
ARTICLE 8 – Defined Terms.....	4
ARTICLE 9 – Bid Submittal	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Umatilla County, Oregon
3920 Westgate Street
Pendleton, Oregon 97801**

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 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>12/27/2021</u>
<u>2</u>	<u>12/30/2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “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;
 - 3. “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; and
 - 4. “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.

ARTICLE 5 – BID SCHEDULE

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

NO.	ITEM	UNIT	UNIT PRICE	QTY	TOTAL PRICE
1	Mobilization	LS	XXX	All Req'd	<u>40,000.00</u>
2	Temporary Protection and Direction of Traffic, Complete	LS	XXX	All Req'd	<u>3,100.00</u>
3	Diversion Bridge	LS	XXX	All Req'd	<u>34,500.00</u>
4	Erosion Control	LS	XXX	All Req'd	<u>2,450.00</u>
5	Sediment Fence	FT	<u>5.00</u>	470	<u>2,350.00</u>
6	Pollution Control Plan	LS	XXX	All Req'd	<u>750.00</u>
7	Removal of Structures and Obstructions	LS	XXX	All Req'd	<u>14,500.00</u>
8	Clearing and Grubbing	LS	XXX	All Req'd	<u>3,750.00</u>
9	Earthwork	LS	XXX	All Req'd	<u>18,500.00</u>
10	Embankment Geotextile	SY	<u>5.50</u>	126	<u>693.00</u>
11	Loose Riprap, Class 700	CY	<u>71.50</u>	335	<u>23,952.50</u>
12	Bridge Removal Work	LS	XXX	All Req'd	<u>27,600.00</u>
13	Structure Excavation	LS	XXX	All Req'd	<u>3,240.00</u>
14	Granular Wall Backfill	LS	XXX	All Req'd	<u>6,100.00</u>
15	Furnish Drilling Equipment	LS	XXX	All Req'd	<u>18,500.00</u>
16	Drilled Pile, 12-In. Diam.	LF	<u>307.00</u>	650	<u>199,550.00</u>
17	Substructure Structural Steel	LS	XXX	All Req'd	<u>46,012.00</u>
18	Prefabricated Steel Bridge Install	LS	XXX	All Req'd	<u>39,000.00</u>
19	Aggregate Base	TON	<u>22.50</u>	840	<u>18,900.00</u>
20	Level 2, 1/2-In. ACP Mixture	TON	<u>160.00</u>	300	<u>48,000.00</u>
21	Concrete Curbs, Standard Curb	LF	<u>82.50</u>	52	<u>4,290.00</u>
22	Guardrail, Type 4	LF	<u>165.00</u>	50	<u>8,250.00</u>
23	Guardrail Transition	EA	<u>5,750.00</u>	4	<u>23,000.00</u>
24	Guardrail Anchors, Type 1 Modified	EA	<u>1,570.00</u>	4	<u>6,280.00</u>
25	Guardrail End Pieces, Type B	EA	<u>220.00</u>	4	<u>880.00</u>
26	Permanent Seeding	LS	XXX	All Req'd	<u>4,000.00</u>
27	Willow Stake	EA	<u>15.00</u>	100	<u>1,500.00</u>
28	Planting - 5 Gallon	EA	<u>75.00</u>	10	<u>750.00</u>
BID TOTAL					<u>\$600,397.50</u>

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 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.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. A completed and signed Bidder's Performance and Payment Bond Statement.
 - C. A completed and signed Bidder's Certification Statement as required by certain Oregon Revised Statutes (ORS).
 - D. A completed First-Tier Subcontractor Disclosure Form (see instructions on the form).

ARTICLE 8 – DEFINED TERMS

- 8.01 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 9 – BID SUBMITTAL

Bidder is: An Individual A Partnership A Corporation Joint Venture
(Check correct designation.)

BIDDER: *[Indicate correct name of bidding entity]*

Harry Johnson Plumbing and Excavation Inc.

By:
[Signature]

Carol S. Johnson

[Printed name]

Carol S. Johnson

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

Attest:
[Signature]

Pamela L. Hardiman

[Printed name]

Pamela L. Hardiman

Title:

Witness

Submittal Date:

1/4/2022

Address for giving notices:

605 Foster Road

Walla Walla WA 99362

Telephone Number:

509-525-7203

Fax Number:

509-529-2382

Contact Name and e-mail address:

Carol S. Johnson
carol@hjpc.com

State Contractor License No.

188638

Employer's Federal Tax ID No.

91-0977148

A Joint Venture requires the signature of all parties involved. Attach evidence of authority to sign.

Resolution about Authority

Harry Johnson Plumbing and Excavation, Inc.

WHEREAS, Mark Johnson is the owner of all shares of the above-named corporation; and,

WHEREAS, the board of directors consists of two directors, Mark Johnson and Carol Johnson; and,

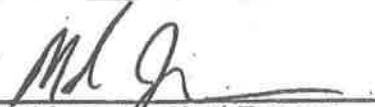
WHEREAS, the officers of the corporation are: Mark Johnson, President and Treasurer, and Carol Johnson, Vice President and Secretary; and,

WHEREAS, after proper notice being given, a shareholder and director meeting was held on the below date at the principal place of business of the corporation, and a vote was held approving the resolution herein unanimously;

It is hereby resolved that:

1. Mark Johnson and Carol Johnson are both designated and authorized to execute any document on behalf Harry Johnson Plumbing and Excavation, Inc.
2. Mark Johnson and Carol Johnson are designated jointly and severally. This means that *either one* or both of them may sign – there is no requirement that both signatures be present.
3. The above grant of agency authority specifically includes but is not limited to the authority to:
 - a. Sell vehicles and personal property.
 - b. Sign checks, make deposits, make withdrawals, lend money, borrow money, and otherwise enjoy plenary power over all banking activities for corporate purposes.
 - c. Sign contracts, proposals, purchase orders, bids, performance and payment bonds, and other legal documents related to the business of Harry Johnson Plumbing and Excavation, Inc.

Signed this 15th day of May, 2012.


Mark Johnson, President, Treasurer,
Director, and sole shareholder.


Carol Johnson, Vice President, Secretary,
and Director

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Harry Johnson Plumbing & Excavation, Inc.
605 Foster Road
Walla Walla, WA 99362

SURETY (Name, and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
835 N Post St, Ste 203
Spokane, WA 99201

OWNER (Name and Address):

**Umatilla County, Oregon
3920 Westgate Street
Pendleton, Oregon 97801**

BID

Bid Due Date: 01/04/2022

Description (Project Name— Include Location): **South Fork Walla Walla River - Walla Walla River Road Bridge
(Bridge No. 24130); Umatilla County, Oregon**

BOND

Bond Number: N/A - Bid Bond

Date: 01/04/2022

Penal sum --Five Percent of the Amount Bid-- \$ 5%
(Words) (Figures)

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

BIDDER

SURETY

Harry Johnson Plumbing & Excavation, Inc. (Seal)
Bidder's Name and Corporate Seal

Nationwide Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Carol S. Johnson
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Carol S. Johnson
Print Name

Travis Long
Print Name

Vice President
Title

Attorney-in-Fact
Title

Attest: James L. Hardiman
Signature

Attest: [Signature]
Signature

Title Witness

Title Diana R. Williams, Witness

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

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHRIS LARSON; DIANA R WILLIAMS; ERIN L REPP; H. KEITH MCNALLY; TRAVIS LONG; DANIEL J STOWE; RYAN J PUGH; SCOTT JONES; SHELBY L FOO; WILLIAM G DINNEEN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 4th day of January, 2022.

[Handwritten Signature]

Assistant Secretary

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

(Name of Contractor) Harry Johnson Plumbing and Excavation Inc., hereinafter referred to as Bidder, is submitting a Bid to **Umatilla County, Oregon** pursuant to the latter's Advertisement for Bids for the Project **South Fork Walla Walla River - Walla Walla River Road Bridge (Bridge No. 24130)**.

Bidder certifies that if it is awarded the Contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the Bid providing for the faithful performance of the Contract and payment of labor and materials.

The surety requested to issue the Performance and Payment Bonds will be

Harry Johnson Plumbing and Excavation Inc. Bidder hereby authorizes
(Surety Company)

Nationwide Mutual Insurance Company to disclose any information
(Surety Company)

to the Owner concerning Bidder's ability to supply Performance and Payment Bonds in the amount of the Contract.

Carol S Johnson
Bidder

Carol S. Johnson
By:

BIDDER'S CERTIFICATION STATEMENTS AS REQUIRED BY

CERTAIN OREGON REVISED STATUTES (ORS)

The Bidder, Harry Johnson Plumbing
and Excavation Inc., certifies to the following:
(Company Name)

- (1) Bidder is registered with the Oregon Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055. The Bidder certifies that Registration Number 188638 allows his/her 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 Registration Board in accordance with ORS 701.035 through 701.055 before the Subcontractors commence Work under the Contract (reference ORS 279C.365).
- (2) 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 (40USC1371-1377), 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.
- (3) Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385.
- (4) 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).
- (5) 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).
- (6) 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.
- (7) Bidder has an employee drug testing program that meets state and federal standards (reference ORS 279C.505).

Bidder: Carol S Johnson
(Signature)

Title: Vice President

Date: 1/4/2022

Project: **Umatilla County, Oregon - South Fork Walla
Walla River - Walla Walla River Road Bridge
(Bridge No. 24130)**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-049-0360)**

**PROJECT NAME: Umatilla County, Oregon - South Fork Walla Walla River - Walla Walla River Road Bridge
(Bridge No. 24130)**

BID CLOSING: Date: January 7, 2022 Time: 1:00 PM (Local Time)

DISCLOSURE DEADLINE: Date: January 7, 2022 Time: 3:00 PM (Local Time)

BID OPENING: Date: January 7, 2022 Time: 1:00 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, Type of Work Performed, Contact Name, and Telephone Number of each Subcontractor who 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.)**

	<u>NAME/ADDRESS</u>	<u>TYPE OF WORK PERFORMED</u>	<u>DOLLAR AMOUNT OF WORK</u>	<u>CONTACT NAME/PHONE #</u>
1)	<u>Jensen Drilling Inc. 1775 Henderson Av. Eugene, OR 97403</u>	<u>Foundation</u>	<u>\$197,050.00</u>	<u>Casey Cooper 458-205-8412</u>
2)	<u>Coral Construction Co. P.O. Box 347 Wilsonville, OR 97070</u>	<u>Guardrail</u>	<u>\$39,999.00</u>	<u>Kris Karpstein 503-427-2615</u>
3)	<u>Central WA Asphalt 13184 Wheeler Road Mosco Lake WA 98837</u>	<u>Paving</u>	<u>\$55,500.00</u>	<u>Ron Jones 509-350-0223</u>

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 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 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): Harry Johnson Plumbing and Excavation Inc.

Contact Name: Carol S. Johnson Phone #: 509-525-7203

Deliver Form to Owner: **Umatilla County, Oregon**

Person Designated to Receive Form: **Tom Fellows, Public Works Director** Phone #: **541-278-5424**
Fax #: **541-278-5427**

Owner's Address: **Umatilla County Public Works, 3920 Westgate Street, Pendleton, Oregon 97801**

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.

**INSTRUCTIONS FOR
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

1. This form must be submitted within two (2) working hours of the advertised Bid closing date and time. (See disclosure deadline on Disclosure Form and location where form must be submitted.) Working hours include the hours between 8 a.m. and 5 p.m., excluding the noon hour.
2. This form may be submitted to the Owner by one of three means:
 - a. Include the completed form in the envelope containing the Bid, and note on the outside of the envelope that the form is included.
 - b. Submit the completed form to the Owner separately from the Bid, within the time required, to the address listed on the form.
 - c. Fax the completed form to the fax number shown on the form.
3. Reference ARTICLE 22 in the Instructions to Bidders for further instructions relative to this disclosure.

NOTE: It shall be the Bidder's sole responsibility to ensure the form is delivered to the Owner within the required deadline. The Owner assumes no liability for a malfunction of the Owner's equipment or for any other cause. The resulted failure of the Owner to receive the Disclosure Form due to fax problems or any other problem will not relieve the Bidder from meeting the deadline.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Harry Johnson Plumbing and Excavation Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Carol S. Johnson
Signature of Contractor's Authorized Official

Carol S. Johnson, Vice President
Name and Title of Contractor's Authorized Official

1/7/2022
Date

FEMA PROGRAM GENERAL CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

- a. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”