

CONTRACTOR/SUBCONTRACTOR CONTRACT AGREEMENT
Addendum to Contract between Contractor and Subcontractor

Contract

Part A

Date: _____ Contractor: _____
Project Number: _____ Address: _____
Project Name: _____

1. The parties, having executed a contract for:

_____ in the amount of \$ _____ in the construction of the above-identified project acknowledge and agree that:

- a. The Labor Standards provision and Lobbying Certification are included in the aforesaid contract;
- b. The applicable Davis-Bacon wage rates and BOLI wage rates are included in aforesaid contract;
- c. The addendum to the Contract between Contractor and Subcontractor is part of the Contract;
- d. The attached Fringe Benefit Summary form describes how the required fringe benefit amounts, if any, will be paid by the subcontractor; and,
- e. Correction of any infractions of the aforesaid conditions, including infractions by the subcontractor and any lower tier subcontractors, is a mutual responsibility.

2. The parties certify that:

- a. As required by 24 Code of Federal Regulations part 24, neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction; and,
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or a lower tier covered transaction.

3. The subcontractor agrees to obtain and forward to the contractor within ten days after the execution of any subcontract, including those executed by the subcontractors and any lower tier subcontractors copy of said contract containing fully executed items 1.(a), (b), (c) and (d) listed above.

4. The Subcontractor certifies that:

- a. The legal name and the business address is:

Employer I.D. _____

- b. The subcontractor is an independent contractor in compliance with Oregon Revised Statutes Chapter 701.
- c. The subcontractor is currently registered with the Oregon Construction Contractors Board in a class appropriate for the work to be performed under this subcontract.
- d. Construction Contractors Board Number: _____

Contractor Signature:

Subcontractor Signature:

(Title/Date)

(Title/Date)

Payroll Signature Authorization

Part B

Since the owner, partner or corporate officer is not signing the certified payrolls, I, as an owner, partner or corporate officer certify that I have appointed

_____ whose signature appears below to supervise the payment of the company's employees beginning (date)

_____ and that this person is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which said person is to execute with my full authority and approval until such time as I submit to the local agency administering the contract a new certificate appointing some other person for the purposes stated above.

Signature of Appointee

Date

Signature of (prime)(sub) Contractor

Date

Fringe Benefit Summary Form

Part C

Project Name: _____ Project Number: _____

Name of Recipient: _____

Name of Contractor: _____

The contractor named above will pay employees on this project fringe benefits required by the applicable David-Bacon wage determination or BOLI wage determination as follows:

- 1. Required fringe benefit amounts will be paid in cash.
- 2. **FUNDED PLAN(S)** (Deductions for fringe benefits will be paid into a fund, plan, or program administered by a third party “e.g., union plan, Blue Cross”)

Name of plan(s)

I certify that the deductions made for the above plan(s) are:

- a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and consent is not a condition either for the obtaining of or the continuation of employment,

or

They are provided for in a bona fide collective bargaining agreement between the contractor and representatives of the employees:

- b. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or any affiliated person in the form of commission, dividend, or otherwise;
- c. The deductions shall serve the convenience and interest of the employee;
- d. Contributions to the plans are made at least quarterly;
- e. When the cash paid and per hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference will be paid in cash; and
- f. Employees who are excluded from the plans for any reason will be paid in cash.

- 3. **UNFUNDED PLAN(S)** (Deductions for fringe benefits will be administered by the contractor “e.g. vacation plan”)

Name of plan(s)

I certify that no deductions will be made for unfunded plans until approval is obtained from the U.S. Department of Labor. I understand that to obtain approval, I must provide the representative of the Oregon Coalition Brownfields Cleanup Fund recipient with the following for submission to the U.S. Department of Labor:

- a. Description of the coverage that will be provided to employees including conditions for receiving the benefits; and
- b. Signed authorization from those employees to accept those specific employer-paid contribution amounts.

Until approval is obtained, I will pay the employees the fringe benefit amounts in cash.

Contractor/Subcontractor Signature

Date

Certification Regarding Lobbying

Part D

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

- A. 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 any 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.
- B. 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.
- C. 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.

Signed (Contractor)

Title / Firm

Date