AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **MAPLETON WATER DISTRICT** ("Owner") and **GREENSUNS, INC.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Install ~1,300 linear feet of 10" HDPE waterline along the raw water intake access road. Install new storm drain culverts and rehabilitate existing access road. Additional Work includes: install new tees and valves; connect to existing structures; rehabilitation of existing ditch lines; site restoration, and all associated improvements.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Mapleton ECWAG Improvements - Install ~1,300 linear feet of 10" HDPE waterline along the raw water intake access road. Install new storm drain culverts and rehabilitate existing access road. Additional Work includes: install new tees and valves; connect to existing structures; rehabilitation of existing ditch lines; site restoration, and all associated improvements.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Verdantas, formerly Civil West Engineering Services, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete within **120 days** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150 days**.

4.03 *Liquidated Damages*

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**270** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**500** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

4.05 Deleted

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid dated August 27, 2026, attached hereto as Exhibit A. Based on the Total Base Bid (Bid Items 1 through 16) and the estimated quantities stated in the Bid, the Contract Price is Three Hundred Forty-Eight Thousand Four Hundred Fifty and 00/100 Dollars ($348,450.00), subject to final adjustment for Unit Price Work based on actual quantities as provided in the Contract Documents. Bid Alternate 14A is not included in this Contract.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th day of each month** during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1. Deleted

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement (C-520), including Exhibit A, Contractor's Bid dated August 27, 2026.
2. Bonds:
    a. Performance bond (together with Power of Attorney) (C-610).
    b. Payment bond (together with Power of Attorney) (C-615).
3. General Conditions (C-700).
4. Supplementary Conditions (C-800).
5. Specifications as listed in the Table of Contents (Division 2)
6. Drawings (not attached but incorporated by reference) consisting of twenty-two (22) sheets, with each sheet bearing the following general title: ECWAG Improvements Project, Mapleton Water District (Sheets G1–G3, D100–D105, C100–C106, C120, and D400–D404), with Sheet C106 as revised by Addendum No. 2.
7. Addenda (numbers 1 to 2, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Certificate of Substantial Completion.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor 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. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract 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 Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor 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. Contractor 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 Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "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 or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

8.04 *Other Provisions*

A. Pursuant to ORS 279C.505(1) – Contractor shall make payment promptly, as due, to all persons supplying the Contractor with labor or materials for the performance of the work provided for in the contract. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

B. Pursuant to ORS 279C.505 (2) – Contractor certifies that it has an employee drug testing program in place.

C. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the Owner 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 the contractor

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

by reason of the contract. Other provisions of ORS 279C.515 and ORS 279C.580 concerning payments also apply.

D. Contractor shall comply with hours of labor rules Pursuant to ORS 279C.520, 279C.540, and 279C.545.

E. Per ORS 279C.530, Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

F. Contractor certifies, and it shall be a condition of the Contractor's bond as provided by ORS 279C.800 to 279C.870, that in performing the Agreement Contractor will pay and cause to be paid not less than the prevailing wages as of the date of the bid, per hour, per day and per week, for each and every person who may be employed in the performance of this Agreement.

G. Public Works Bond – Contractor shall have a public works bond filed with the Oregon Construction Contractors Board before starting Work on the Project unless exempt under ORS 279C.836. Contractor shall include in every subcontract a provision requiring every subcontractor to have a public works bond filed with the Oregon CCB before starting Work on the project unless exempt under ORS 279C.836.

H. Contractor shall defend, hold harmless and indemnify Owner, its officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement.

I. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the purpose given, and shall be valid and binding only if it is signed by all parties to this Agreement. The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision.

J. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Owner and the Contractor arising out of or related to this Agreement which is not resolved pursuant to SGC 16.01 shall be brought and maintained solely and exclusively in the Circuit Court of the State of Oregon for Lane County. Provided, if any litigation arising under the Agreement must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

District of Oregon in Eugene, Oregon. The Contractor hereby consents to the personal jurisdiction of all courts within the State of Oregon.

K. Merger. This Agreement, which includes all Contract Documents as identified herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement, except as specified or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

L. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 20_____ (which is the Effective Date of the Contract).

Owner:	Contractor:
MAPLETON WATER DISTRICT *(typed or printed name of organization)*	GREENSUNS, INC. *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Art Donnelly *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Vice Chair, Board of Commissioners *(typed or printed)*	Title: _____ *(typed or printed)* *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
Mapleton Water District 88151 Riverview Avenue Mapleton, OR 97453	Greensuns, Inc. P.O. Box 71698, Eugene, OR 97475 (physical: 5204 Highbanks Road, Springfield, OR 97478)
Designated Representative:	Designated Representative:
Name: Art Donnelly *(typed or printed)*	Name: Adam Green *(typed or printed)*
Title: Vice Chair, Board of Commissioners *(typed or printed)*	Title: President *(typed or printed)*
Address:	Address:
88151 Riverview Avenue Mapleton, OR 97453	P.O. Box 71698 Eugene, OR 97475
Phone: 206-612-3018	Phone: 541-968-6585
Email: adonnelly@mapletonwd.org *(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: adam@greensuns.com
	License No.: Oregon CCB No. 31366 *(where applicable)*
	State: Oregon

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

EXHIBIT A

CONTRACTOR'S BID

Bid of Greensuns, Inc., dated August 27, 2026, for the Mapleton Water District ECWAG Improvements Project, submitted on the Bid Form (EJCDC C-410) as revised by Addendum No. 2 and opened August 27, 2026. Contractor acknowledged receipt of Addendum No. 1 (August 17, 2026) and Addendum No. 2 (August 24, 2026). The bid schedule is summarized below; the Contractor's signed Bid Form follows.

Item	Description	Unit	Est. Qty	Unit Price	Amount
1	Mobilization - Bonds & Insurance	LS	1	$19,000.00	$19,000.00
2	Construction Facilities & Temporary Controls	LS	1	$4,500.00	$4,500.00
3	Demolition & Site Preparation	LS	1	$15,000.00	$15,000.00
4	Foundation Stabilization	CY	50	$110.00	$5,500.00
5	Aggregate Base	CY	260	$112.12	$29,150.00
6	10" DR 17 HDPE Raw Water Line - Class B Backfill	LF	1,313	$112.72	$148,000.00
7	10" Class 52 DI Piping, Pipe Supports, Complete	LF	50	$190.00	$9,500.00
8	10" Gate Valve (All Types)	EA	4	$5,250.00	$21,000.00
9	10" HDPE Tee (All Configurations)	EA	2	$1,800.00	$3,600.00
10	10" 45 Degree Bend Inc. Restraints (All Configurations)	EA	4	$1,625.00	$6,500.00
11	Connect to Existing Structure as shown	EA	3	$2,133.33	$6,400.00
12	12" C900 PVC SD Piping - Class B Backfill	LF	40	$157.50	$6,300.00
13	48" Dual Wall HDPE SD Piping - Class B Backfill (Slurry included as shown)	LF	39	$423.08	$16,500.00
14	Settling Basin Rehabilitation (Steel Top, Fences, All as shown, Complete)	LS	1	$33,500.00	$33,500.00
15	Ditch Cleaning & Rehabilitation, Hydroseeding	LS	1	$15,500.00	$15,500.00
16	Site Restoration	LS	1	$8,500.00	$8,500.00
	TOTAL BASE BID — CONTRACT PRICE				**$348,450.00**

Bid Alternate (not awarded): 14A — Settling Basin Rehabilitation (Aluminum Top, Fences, All as shown, Complete) — LS — 1 — $42,000.00. Bid Alternate 14A is not included in this Contract.

Unit prices and amounts are transcribed as written on the Contractor's signed Bid Form. Unit Price Work will be paid at the unit prices bid multiplied by the actual quantities determined in accordance with the Contract Documents.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 **Owner: MAPLETON WATER DISTRICT**

1.02 This Bid is submitted to:

Art Donnelly
Mapleton Water District
adonnelly@mapletonwd.org
206-612-3018

1.03 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. Bid Bond Penal Sum Form (C-430);

B. First-Tier Subcontractors Disclosure Form (C-440);

C. Bidder's Qualifications Statement (C-451, Qualification Statement) (*unless prqualified per Section 3.01 of Instructions to Bidders)*

D. Bidder Responsibility Certification (Section 00460);

E. Residency Statement (Section 00461);

F. Employee Drug Certification (Section 00462);

G. Non-Discrimination Certification (Section 00463);

H. ~~Certificate of Compliance with Oregon Tax Laws (Section 00464);~~If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);

I. ~~Certificate of Licensing by the Construction Contractors Board (Section 00465)~~If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);

J. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

K. Certificate of Compliance with Oregon Tax Laws (Section 00464);

L. Certificate of Licensing by the Construction Contractors Board (Section 00465);

ARTICLE 3—BASIS OF BID—UNIT PRICE

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the Contractor-provided unit prices:

1	Mobilization - Bonds & Insurance	ls	1	19,000	$19,000
2	Construction Facilities & Temporary Controls	ls	1	4,500	$4,500
3	Demolition & Site Preparation	ls	1	15,000	$15,000
4	Foundation Stabilization	cy	50	110	$5,500
5	Aggregate Base	cy	260	112.12	$29,150
6	10" DR 17 HDPE Raw Water Line - Class B Backfill	lf	1313	112.72	$148,000
7	10" Class 52 DI Piping, Pipe Supports, Complete	lf	50	190	$ 9500
8	10" Gate Valve (All Types)	ea	4	5250	$21,000
9	10" HDPE Tee (All Configurations)	ea	2	1800	$3,600
10	10" 45 Degree Bend Inc. Restraints (All Configurations)	ea	4	1,625	$ 6,500
11	Connect to Existing Structure as shown	ea	3	2133.33	$ 6,400
12	12" C900 PVC SD Piping - Class B Backfill	lf	40	157.50	$ 6,300
13	48" Dual Wall HDPE SD Piping - Class B Backfill (Slurry included as shown)	lf	39	423.08	$16,500
14	Settling Basin Rehabilitation (Steel Top, Fences, All as shown, Complete)	ls	1	33,500	$33,500
15	Ditch Cleaning & Rehabilitation, Hydroseeding	ls	1	15,500	$15,500
16	Site Restoration	ls	1	8,500	$8,500

Total Base Bid Price (Total of all Lump Sum and Unit Price Bids)	$ 348,450

Bids shall be evaluated on the basis of the Total Base Bid. Bid Alternate #14A may be substituted for #14 or not at the discretion of the Owner.

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.02 *Bid Alternates*

A. Bidder will perform the following Work at the Contractor-provided unit prices:

14A	Settling Basin Rehabilitation (Aluminum Top, Fences, All as shown, Complete)	ls	1	42,000	$42,000

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

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 a longer time period that a Bidder may agree to in writing upon request of Owner. Bid Acceptance shall be indicated by effective date of Agreement

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
# 1	8/17/26
# 2	8/24/26

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

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

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/or 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 including all Domestic Preference Requirements.

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 ample 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 respective written resolution thereof by the Engineer is acceptable to the 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:

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.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.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 Deleted.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BIDDER hereby submits this Bid as set forth above: -

6.03 Bidder certifies that this Bid is submitted in accordance with the Bidding Documents, including all Domestic Preference requirements.

Bidder: GREENSUNS, INC.
(typed or printed name of organization)

By: *(individual's signature)*

Name: ADAM GREEN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Date: 8/27/26
(typed or printed)

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

Attest: *(individual's signature)*

Name: Jaron McGilliuray
(typed or printed)

Title: Project Engineer
(typed or printed)

Date: 8/27/26
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: ADAM GREEN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Phone: 541-968-6585

Email: ADAM@GREENSUNS.COM

Address: PO BOX 71698 EUGENE, OR 97475

Bidder's Contractor License No.: (if applicable) 31366

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME: Mapleton Water District – ECWAG Improvements Project

CONTRACTOR NAME AND CONTRACT NUMBER: Greensuns, Inc. – ECWAG Improvements Project (Engineer's Project No. 2201-007)

I, the undersigned, _____, the duly authorized and acting legal representative of Mapleton Water District, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

_____ _____

Name *Date*

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

_____ _____

Agency Representative *Date*

_____

Name

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.