



CITY OF ALBANY, OREGON
PUBLIC WORKS – ENGINEERING

CONTRACT DOCUMENTS

FOR

SS-20-05

WASHINGTON STREET SEWER IMPROVEMENTS

Issue Date: August 10, 2020

Due Date: August 25, 2020



EXPIRES: 06/30/2022

Public Works Engineering and Community Development Director Jeff Blaine, P.E.
City Engineer Staci Belcastro, P.E.
Project Engineer Andrew Monaco

**For more information on this project,
contact Andrew Monaco, 541-917-7677.**

CITY OF ALBANY

SS-20-05, Washington Street Sewer Improvements

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 CONSTRUCTION DRAWINGS (sized 11” × 17” – *attached as separate file*)

BIDDER'S SUBMITTAL CHECKLIST

Any bid submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened. It is the responsibility of the Bidder to deliver the bid by the indicated deadline to the designated location. The City is not responsible for late or mishandled delivery.

If contractor obtains these documents by means of a website or copied from a Plan Center, it is the responsibility of the contractor to check for any addendums to this contract prior to bid opening. **To be notified of addendums, contractor may call 541-917-7676 and request to be added to the Plan Holder's list.**

Failure to include any signed addendums could result in the disqualification of your bid.

All bids must be submitted on City-provided forms that do not contain unauthorized alterations. Bids should be received in non-editable PDF format. The total size limit for each email submittal response should be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City."

If you do not receive a notification, contact Diane Murzynski at diane.murzynski@cityofalbany.net or [541-917-7522](tel:541-917-7522).

All bids shall include the following submittals or may be considered nonresponsive:

- Signed Proposal (*two pages*) - *with all applicable blanks completed*
- Completed Schedule of Contract Prices - *signed by an authorized representative of the company who can "execute bids"*
- Bid Bond – *using City-provided Bid Bond form with no alterations*
- Employee Drug Testing Certification form
- Signed Addenda (*if Addenda have been issued*)

Submitted within two hours after bid closing time (required under ORS 279C.370):

- First-Tier Subcontractor Disclosure form – signed and if "none" indicate as such

Other than what is listed above, it is not necessary to submit any additional pages with the bid. Bid submittals should not exceed 20 MB or bid submittal may result in non-delivery.



NOTICE TO CONTRACTORS
CITY OF ALBANY
INVITATION TO BID

Category of Bid: Construction
Engineer's Estimate: \$110,000
Bids due at 2:00 p.m., August 25, 2020

The City of Albany hereby extends an invitation to submit bids for:

SS-20-05, Washington Street Sewer Improvements: This project includes construction of approximately 150 feet of eight-inch sewer main, installation of a new sewer manhole, replacement of private sewer services, and related appurtenances.

Bids shall be submitted to procurement@cityofalbany.net **not later than 2:00 p.m. (Pacific Time), Tuesday, August 25, 2020.** Bids will be considered time-stamped and received by the City when received in the procurement email inbox. Contractors shall be responsible for calling 541-917-7522 to confirm the City has received the bid. The email subject line shall include the project number and name as follows: "**SS-20-05, Washington Street Sewer Improvements.**" The body of the email shall plainly identify (1) the project name, (2) the bid opening time and date, (3) the bidder's name, and (4) the contractor's license number (per ORS 701). Immediately following the filing deadline, the bids shall be opened and publicly read using a virtual hosted meeting, <https://global.gotomeeting.com/join/623409989>. Interested parties can also dial in using their phones (1-571-317-3122, access code 623-409-989). Bid totals will be posted on the City's website at <http://www.cityofalbany.net/finance/purchasing/bids>.

Contract bid documents may be downloaded from the City of Albany website at <http://www.cityofalbany.net/finance/purchasing/bids> or a printed set may be purchased for \$35. It is imperative those who download the contract bid documents check the website regularly for addenda, clarifications, and other pertinent notifications. All who are known by the City of Albany to have received a complete set of the contract bid documents will receive notification when additional items are posted. Please call 541-917-7676 to be added to the Plan Holder's list.

Each bidder must have access to a current set of City of Albany *Standard Construction Specifications*, which can be found on the City's website at <http://www.cityofalbany.net/standard-construction-specifications> or a printed set may be purchased for \$100. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications. For project information, call Andrew Monaco at 541-917-7677.

All City contracts contain a statement declaring that the bidder agrees to comply with the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing wages. The City's contract contains a clause which incorporates by reference all of the provisions of ORS Chapter 279C which are applicable to public contracts. Bidders are expected to be familiar with these provisions including, but not limited to, recent changes to ORS Chapter 279C.

No bid shall be received or considered unless the bidder is licensed by the Construction Contractors Board for construction projects or licensed with the State Landscape Contractors Board for landscaping projects.

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Albany within 10 days after the date of the Notice of Award.

DATED this 10th day of August 2020.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Daily Journal of Commerce on Monday, August 10, 2020
Albany Democrat-Herald on Monday, August 10, 2020

PROPOSAL

To the Honorable Mayor and City Council
Albany, Oregon 97321

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Bidder is satisfied as to the quantities of materials, items of equipment and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that the Bidder's proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Albany, and that the proposal is made without any connection or collusion with any person making another proposal on this Contract.

The Bidder further declares by the signing of this proposal that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany shall be complied with.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data which it believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions have been utilized.

The bidder further certifies that they have authority and knowledge regarding the payment of taxes and that to the best of their knowledge are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

CONTRACT EXECUTION, BONDS, AND INSURANCE

The Bidder agrees that if this proposal is accepted:

- A Contract with the City of Albany, Oregon, will be executed, within 10 days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Albany the 100 percent Performance Bond and 100 percent Payment Bond, and will, to the extent of this proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or shown in the Contract Documents.
- A Request for Taxpayer Identification Number and Certification (W-9) will be completed as a condition of the City's obligation to make payment. In the event the Bidder shall fail to complete and return the W-9 to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.
- Automatic Clearing House (ACH) Direct Payment Authorization. The City prefers to pay Contractor invoices via electronic funds transfers through the ACH network. To initiate this more timely, efficient, and secure payment method, Contractors must complete the City's ACH Vendor Direct Payment Authorization Form. This form is available on the City website at https://www.cityofalbany.net/images/stories/finance/eft_form.pdf. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- **For contracts that exceed \$500,000, the Contractor shall elect retainage to be held in an interest-bearing escrow account, or an alternate method in lieu of cash retainage as a condition of payment and as required by ORS 279C.570(2).** Contractor must complete an Escrow Account Agreement if funds are to be held in an interest-bearing account, otherwise Contractor must provide a deposit of bonds, securities or other instruments, or Contractor must provide a surety bond in an amount equal to five percent of the total bid. City may recover from Contractor additional costs incurred in the handling of retainage alternatives, whether a deposit of bonds, securities, or other instruments, surety bond, or for an interest-bearing account, ORS 279C.560(3).

CERTIFICATES OF INSURANCE

The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in the *Standard Construction Specifications*.

START OF CONSTRUCTION AND CONTRACT COMPLETION DATE

If awarded this contract, the Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed for the Contract and to complete the construction, in all respects, as set forth in the Special Provisions of these Contract Documents.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City of Albany, Oregon, as provided under General Requirements, Subsection 108.06.00 of the City of Albany *Standard Construction Specifications*.

BID BOND

Accompanying this proposal is a certified check, cashier's check or Bidder's bond in the sum of (10% of Bid Total) _____ Dollars (\$_____), according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event that this proposal is accepted, and the Bidder shall fail to execute the Contract and furnish satisfactory Performance and Payment Bond under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

SURETY

If the Bidder is awarded a construction Contract on this proposal, the Surety who provides the Performance Bond will be _____ whose address is (street and city) _____ and Payment Bond will be _____ whose address is (street and city) _____.

LUMP SUM OR UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

BIDDER

The name of the Bidder submitting this proposal is _____ doing business at (street and city) _____, which is the address to which all communications concerned with this proposal and with the Contract shall be sent.

In accordance with ORS 279A.120, Bidder hereby declares that it (circle correct designation) is / is not a resident Bidder. The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

If Sole Proprietor or Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____ 2020.

Signature of Bidder Title

If Corporation: IN WITNESS WHEREOF the undersigned corporation has duly authorized the execution of this agreement on behalf of the corporation by the officer named below this _____ day of _____ 2020.

name of corporation
By: _____
Name: _____
(please print name)
Title: _____

SCHEDULE OF CONTRACT PRICES

ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
1	Mobilization	1	Lump Sum		
2	Temporary Traffic Control	1	Lump Sum		
3	Erosion Prevention and Sediment Control	1	Lump Sum		
4	8-Inch PVC Sewer Main	150	Linear Foot		
5	6-Inch PVC Sewer Lateral	120	Linear Foot		
6	Install 6-Inch Private Sewer Service	200	Linear Foot		
7	Install Private Sewer Cleanout	3	Each		
8	Install Property Line Sewer Cleanout	3	Each		
9	Connect to Existing Sewer Manhole	1	Lump Sum		
10	Standard Precast Manhole	1	Each		
11	Temporarily Relocate Heat Pump	1	Lump Sum		
12	4-Inch Asphalt Trench Patch	170	Square Yard		
13	Remove and Replace 6-Inch PCC Driveway Approach	20	Square Yard		
14	Remove and Replace 4-Inch PCC Sidewalk	60	Square Yard		
15	Remove and Replace Standard Curb and Gutter	20	Linear Foot		
16	Install 3-Inch Schedule 40 PVC Drain Line	150	Linear Foot		
17	Temporarily Relocate and Replant Shrubs	1	Lump Sum		
SUM OF EXTENDED TOTALS					

NOTE: Subject to change if addition or extensions are in error.

Bidder's Signature	Company Name <i>(please print)</i>	Date
Bidder's Name <i>(please print)</i>	Mailing Address <i>(please print)</i>	CCB License Number
Bidder's Title <i>(please print)</i>	City, State Zip	Federal Tax ID Number
Telephone No.: _____	Fax No.: _____	Email: _____

BID BOND

BOND NO. _____

AMOUNT OF BID: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Oregon, as SURETY, are held firmly bound unto the City of Albany, Oregon, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his/her/its Bid Proposal for **SS-20-05, WASHINGTON STREET SEWER IMPROVEMENTS**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance Bond and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____ 2020.

PRINCIPAL

SURETY

By: _____

By: _____
Attorney in Fact

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION

ORS 279C.505 (2) requires that bidders shall demonstrate and disclose to the City of Albany that he/she has an employee drug testing program in place before a public contract can be awarded.

Therefore, by signing this Certification, the Bidder does hereby certify and confirm that, as the proposed general contractor for City of Albany Project **SS-20-05, Washington Street Sewer Improvements** that he/she has an employee drug testing program in place that is consistent with, and satisfies the intent of, the above-referenced legislation.

CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Washington Street Sewer Improvements

BID NUMBER: SS-20-05

BID CLOSING DATE: August 25, 2020

TIME: 2:00 p.m.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract.

Enter "NONE" if there are no subcontractors that need to be disclosed.
(Attach additional sheets if needed)

Failure to submit this signed form by the disclosure deadline will result in a nonresponsive bid.
 A nonresponsive bid will not be considered for award.

Subcontractor's Name	Category of Work	Dollar Value
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$

Form submitted by (bidder name): _____ Phone No.: _____
(Signature)

Contact Name: _____ Company: _____

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts with a value, estimated by the contracting agency, of more than \$100,000.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

SAMPLE CONTRACT

THIS CONTRACT is made between the CITY OF ALBANY, a municipal corporation, hereinafter called "City" and _____, hereinafter called "Contractor."

WITNESSETH:

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the applicable *Standard Construction Specifications*, the Special Specifications (aka Specifications, Special Provisions) found herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

The applicable Drawings, the applicable *Standard Construction Specifications*, all sections of Special Provisions, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

The Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and shall not permit any lien or claim to be filed or prosecuted against the City.

The Contractor shall furnish to the City a 100% Performance Bond and a 100% Payment Bond. In addition to the required Payment Bond and Performance Bond, unless exempt under ORS 279C.836 (7), (8), or (9), the contractor is required to file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI. The general contractor is required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project unless exempt under ORS 279C.836 (7), (8) or (9).

The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

The Contractor agrees to protect, indemnify, and hold harmless the City against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either the City or others occurring by reason of the act or neglect of the Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

It is expressly understood that this Contract shall be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS Chapter 279 A-C as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the City of Albany hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 A-C, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the City of Albany further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. Contractor and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany shall be complied with, and that daily/weekly/holiday/weekend overtime will be paid, unless the amount of the contract is \$50,000 or less, in which case the prevailing wage rate requirement shall not apply. If Contractor fails, neglects, or refuses to make prompt payment for labor or services, the City can pay and withhold these amounts from payments due the contractor (ORS 279C.515). Contractor shall indemnify the City from claims of damages resulting from actual or alleged violations of these obligations.

The Contractor understands that if the price of this Contract exceeds \$500,000, the City will deposit amounts withheld as retainage into an interest-bearing escrow account for the benefit of the City as outlined in ORS

279C.570(2), unless the Contractor elects an alternative in lieu of cash retainage, such as bonds, securities or other instruments, or a deposit of a surety bond. The Contractor shall receive interest on the retained moneys from the date the Contractor's related payment request is fully approved by the City until the date the retained moneys are paid by the City to the Contractor. Payment of retainage is deemed to be "paid" when the payment is transmitted to the Contractor.

In consideration of the faithful performance of all of the obligations herein set out, and in consideration of the faithful performance of this Contract, the City agrees to pay to the Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

Said improvements shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, the City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents. Notwithstanding anything in this agreement to the contrary, the City's obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's annual budget shall include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the city manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, and such costs and fees as may be required on appeal, including those incurred on appeal. Jurisdiction for litigation shall be vested exclusively in the courts of Oregon, Oregon law shall apply, and venue shall lie in the Circuit Courts in and for Linn County, Oregon.

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature.

IN WITNESS WHEREOF, the undersigned duly authorized officials have caused this contract to be executed on behalf of their respective parties.

CONTRACTOR:

DATE: _____

By: _____

Title: _____

By: _____

Title: _____

(Note: Signatures of two officers are required for a corporation.)

CITY OF ALBANY, OREGON:

DATE: _____

By: _____

Jeff Blaine, P.E., Public Works Engineering & Community Development Director

Construction Contractor's Board License Number

Tax Identification No.: _____

Telephone Number: (____) _____

PERFORMANCE BOND

BOND NUMBER: _____

TOTAL BID AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, as CONTRACTOR (Principal), and _____, a corporation, duly authorized to do a general surety business in the State of Oregon as SURETY, are jointly and severally held and bound unto the City of Albany, Oregon, (Obligee) in the sum of (100% of Contract) _____ Dollars (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns or successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH that, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with the City of Albany, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans, and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if CONTRACTOR shall faithfully and truly observe and comply with the terms, conditions, and provisions of the Contract, in all respects upon the terms set forth therein, and within the time prescribed therein and shall indemnify and save harmless the City of Albany, Oregon, its officers, employees, and agents against losses and expenses and any damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said Contract and shall honor all claims for defective work within the warranty period(s) established by the *Standard Construction Specifications* and Special Provisions, after the acceptance of said Contract, then this obligation is to be void, otherwise to remain in full force and effect for the duration of the warranty period(s). The establishment and warranty periods for plantings shall be two years as outlined in Section 107.15.02 of the *Standard Construction Specifications*. The warranty for all other work shall be for a one-year period as outlined in Section 107.15.00.

PROVIDED, HOWEVER, that this bond is subject to the following further conditions:

a) Losses and expenses include but are not limited to attorney's fees to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives, or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence and shall in all respects perform said contract according to law.

b) All material suppliers and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right of action against CONTRACTOR and SURETY on this bond, second only the right of the City of Albany, Oregon, under this bond, which right of action shall be asserted in proceedings instituted in the name of the City of Albany, Oregon, to the use and benefit of the person, firm, or corporation instituting such action and all other persons, firms, or corporations having claims hereunder, shall have the right to be made a party to such proceeding and to have such claim adjudicated in such action and judgment rendered thereon.

c) In no event shall SURETY be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted past the expiration of the warranty period(s) after the complete performance and acceptance of said Contract and final settlement thereof.

d) The said SURETY, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations of this bond; and it does hereby waive notice of any such

change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____ 2020.

Principal

By: _____
Signature

Print or type

Street/City Address

Surety

By: _____
Signature

Print or type

Street/City Address

Telephone Number

Surety Witness:

By: _____

Street/City Address

PAYMENT BOND

BOND NUMBER: _____

TOTAL BID AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS that we, _____, as CONTRACTOR (Principal), and _____, a corporation, duly authorized to do a general surety business in the State of Oregon as SURETY, are jointly and severally held and bound unto the City of Albany, Oregon, (Obligee) in the sum of (100% of Contract) _____ Dollars (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns or successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH that, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with the City of Albany, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans, and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if CONTRACTOR shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or its subcontractors, equipment, supplies, labor, or materials for the prosecution of the work, or any part thereof, provided for in said contract; and shall in performing the contract pay and cause to be paid not less than the State of Oregon Bureau of Labor and Industries (BOLI) prevailing wage rates in effect as of the date of the bid advertisement by City of Albany, Oregon, unless the amount of the contract is \$50,000 or less, in which case the prevailing wage rate requirement shall not apply; and pay per hour, day, and week for and to each and every worker who may be employed in and about the performance of the contract; and pay all contributions or amounts due to the State Accident Insurance Fund and the State Unemployment Trust Fund from such Contractor or subcontractors; and pay all sums of money withheld from the Contractor's employees and payable to the State Department of Revenue; and shall pay all other just debts, dues, and demands incurred in the performance of the said contract; and shall pay the City of Albany, Oregon such damages as may accrue to the City of Albany, Oregon, under the contract, then this obligation is to be void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of minimum wages and an additional amount equal thereto as liquidated damages.

a) All material suppliers and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right of action against CONTRACTOR and SURETY on this bond, second only the right of the City of Albany, Oregon, under this bond, which right of action shall be asserted in proceedings instituted in the name of the City of Albany, Oregon, to the use and benefit of the person, firm, or corporation instituting such action and all other persons, firms, or corporations having claims hereunder, shall have the right to be made a party to such proceeding and to have such claim adjudicated in such action and judgment rendered thereon.

b) The said SURETY, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations of this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____ 2020.

Principal

By: _____
Signature

Print or type

Street/City Address

Surety

By: _____
Signature

Print or type

Street/City Address

Telephone Number

Surety Witness:

By: _____

Street/City Address

RETAINAGE ELECTION

In accordance with ORS 279C.570(2) and OAR 137-049-0820, contracts that exceed \$500,000 require the City to deposit amounts withheld as retainage into an interest-bearing escrow account in a bank, savings bank, trust company, or savings association. Retainage in the amount of five percent (5%) of the contract price of the work completed will be held by the City until such time as the project has been completed and accepted by the City.

Oregon law allows specific alternatives for the holding and accounting of retainage at the Contractor’s election. If the City incurs additional costs as a result of the Contractor’s election, the City may recover such costs from the Contractor, ORS 279C.560(3). Failure to execute and submit this form prior to execution of the contract agreement will result in the automatic selection of the first option. **Contractor must select one of the following options in providing for retainage for this project.**

1. Interest-bearing escrow account.

The City will set up an interest-bearing account in a bank, savings bank, trust company, or savings association in the name of the City of Albany. The City will make deposits of retainage withheld from each progress payment into the interest-bearing escrow account. Funds in the escrow account will be released to the Contractor within 30 days of final acceptance of the project by the City.

Contractor must execute documentation and instructions to establish the interest-bearing escrow account prior to contract execution. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment and may be offset by costs incurred. Contractor shall receive interest from the date the Contractor’s related payment request is fully approved by the City until the date the retained moneys are paid by the City to the Contractor. Retainage is deemed to be paid when the payment is transmitted to the Contractor.

2. Deposit of bonds, securities, and other instruments.

No later than the Contractor’s execution of the contract, the Contractor will deposit acceptable bonds or securities, in an amount equivalent to five percent retainage of the contract amount, with the City or with a bank or trust company in Oregon. The bank or trust company will provide a safekeeping receipt to the City. The securities must cover all of the retainage.

Name of Lending Institution: _____

Acceptable bonds and securities to be held in lieu of retainage:

- a. Bills, certificates, notes, bonds or other obligations of the United States, its agencies or its wholly-owned corporations.
- b. Indebtedness of the Federal National Mortgage Association.
- c. General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
- d. Irrevocable letters of credit issued by an insured institution, defined in ORS 706.008.

3. Deposit of a retainage surety bond.

The Contractor may, with approval of the City, deposit a surety bond for the benefit of the City, in a form acceptable to the City, in lieu of the five percent retainage. The bond should be received from the same surety providing the performance and payment bonds for the project.

Name of Surety/Lending Institution: _____

Therefore, by signing this retainage election the Bidder does hereby certify and confirm that as the general contractor for this City of Albany project, they have elected the above retainage option which satisfies the intent of the above-referenced legislation.

CONTRACTOR: _____ Project # SS-20-05

TITLE/SIGNATURE: _____ Date: _____

SPECIAL PROVISIONS

SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

I-1. DESCRIPTION OF WORK

This project includes construction of approximately 150 feet of eight-inch sewer main, installation of a new sewer manhole, replacement of private sewer services, and related appurtenances.

Construction shall be in conformance with the current edition of the City of Albany *Standard Construction Specifications*, the Construction Drawings, and these Special Provisions.

I-2. STANDARD CONSTRUCTION SPECIFICATIONS

Each bidder must have access to a current set of City of Albany *Standard Construction Specifications*, which can be found on the City of Albany's website at <http://www.cityofalbany.net/standard-construction-specifications> or a printed set may be purchased for \$100. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications.

I-3. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based on the lowest total bid amount, as determined by the City of Albany, and on the City's sole and absolute judgment to best serve its interest.

The City reserves the right to postpone the acceptance of the proposal and the award of the contract to a responsible bidder for a period not to exceed sixty (60) calendar days, or to reject any and all proposals received and further advertise the project for bids. The City may reject any bids not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause any or all bids upon a finding of the City it is in the public interest to do so.

List of Subcontractors. Contractor is required to submit a list of subcontractors in accordance with ORS 279C.370. The City will submit a copy of this disclosure of first-tier subcontractors to the Bureau of Labor and Industries (BOLI) along with the completed BOLI form WH-81.

Failure to submit the list of subcontractors form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award. If no subcontractors need to be disclosed, this form must still be submitted indicating such.

Electronic Signature. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate, or accept such contract or record) hereto or to any other certificate, agreement, or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

I-4. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

At the Contractor's option, the City will issue the Notice to Proceed any time after both parties have executed the contract. The Contractor shall be required to give the City seven days advance notice of intent to begin construction. Once the Notice to Proceed is issued, the Contractor shall have 30 calendar days, measured from the day work starts, in which to complete the work.

Regardless of the actual construction start date, all work specified in the contract documents shall be completed, in every respect, by January 30, 2021, the ultimate completion date.

Liquidated damages will be assessed against the Contractor for each day over the maximum number of calendar days allotted plus each day beyond the stated ultimate completion date until the work is satisfactorily completed and accepted by the City. The schedule of liquidated damages is listed in the *Standard Construction Specifications*, Section 108.06.00.

I-5. PRECONSTRUCTION CONFERENCE

A preconstruction meeting will be required. The meeting will be scheduled to take place a minimum of one week prior to beginning of construction. The Contractor shall submit the following submittals at the preconstruction conference:

- Project Schedule
- Traffic Control Plan
- Erosion and Sediment Control Plan

I-6. PROJECT SCHEDULE

A detailed construction schedule of all work relating to this project shall be submitted to the Engineer at the preconstruction conference. The schedule shall show how the contractor plans to complete the project on or before the ultimate completion date. The Contractor shall take appropriate measures to expedite work items that are behind schedule, including the use of outside forces to complete the work, without additional compensation.

I-7. TEMPORARY TRAFFIC CONTROL

All temporary traffic control shall be in accordance with the current edition of the *Manual on Uniform Traffic Control Devices* (MUTCD); the ODOT *Short-Term Traffic Control Handbook*; City of Albany *Standard Construction Specifications*, Section 202; and as stated herein. The Contractor shall provide traffic control devices as may be required at locations where construction is of short-term duration (i.e., street intersections and access to private property), as well as traffic control devices that are expected to be in place for the duration of the project.

The Contractor may close Washington Street between 9th and 10th Avenues to construct new sewer infrastructure in the public right-of-way. Once implemented, the road closure shall remain in place for a maximum of 14 calendar days unless a longer duration is approved by the Engineer.

Temporary ramps shall be installed and maintained at intersections and driveways for the duration of the project. At no time shall the flow of traffic be stopped completely without the approval of the Engineer. Approval for short-term, temporary closures or detours, if given, will be limited to a specific instance and will not be approved as standard practice.

The Contractor shall limit all construction traffic, including material delivery and spoil removal, to those streets where there are construction activities taking place. The City will immediately suspend work in the event the Contractor does not limit construction traffic to approved streets. Work will be allowed to resume only after the Contractor has submitted a construction traffic routing plan limiting construction traffic to approved streets. This plan will be reviewed and approved by the City prior to its implementation. Damage to streets resulting from unapproved construction traffic shall be corrected by the Contractor at no expense to the City.

The Contractor shall submit traffic control plans to the Engineer for review one week prior to commencing construction. The traffic control plan shall include a description of the traffic control devices, signing, and flaggers that are to be provided. No work shall begin until the City approves the traffic control plans. Following approval, the plan shall be adhered to at all times.

On streets where parking is normally allowed, the Contractor shall furnish and place at least three “No Parking” signs on each side of each block of the street where parking is to be prohibited. The signs shall be highly visible to motorists from all approaches to the area where parking is to be restricted. The signs shall be posted at least two full working days in advance of any construction activity and shall state the date and times when parking will be prohibited.

Construction operations shall not commence until all construction signing is in place. Construction signing required for the project shall be furnished and maintained by the Contractor.

All public and private roadways and driveways within the project area shall be fully opened to local traffic at the end of each workday and at all times when no work is taking place. When the progress of the work requires temporary closures of residential driveways, the Contractor shall provide notice to the affected residential properties 48-hours in advance of the closure. Access to residential driveways shall be reestablished as soon as possible. The Contractor shall maintain continuous access to commercial and industrial properties except during paving operations. The Contractor shall meet on-site with the manager of each business a minimum of 72-hours

in advance of any work affecting access to their property and inform them of the measures taken to maintain access.

After working hours, construction equipment shall be parked outside traveled portions of the roadways and shall be isolated with construction fencing and lighted barricades.

In the event the Contractor fails to provide and maintain proper barricades, signs, and other traffic control devices within one hour after notification by the Engineer, the City may install the traffic control devices at the Contractor's expense. The City will deduct two times (200 percent) the City's actual cost, which will include all labor, equipment, and materials involved, from any payments due or coming due to the Contractor.

I-8. NOTIFICATIONS

The Contractor shall provide written notice to the front office of the following agencies, three (3) working days in advance of beginning construction. The written notice shall include the construction schedule and shall explain the extent and duration of expected traffic disruptions. Agency contact information may be found in the table below.

<u>Agency</u>	<u>Address</u>	<u>Phone Number</u>
U.S. Postal Service	525 Second Avenue SW Albany, OR 97321	541-926-8829
Albany Transit System	112 10th Avenue SW Albany, OR 97321	541-917-7667
Republic Services	1214 Montgomery Street SE Albany, OR 97321	541-928-2551
Albany Fire Department Administrative Office	611 Lyon Street SE Albany, OR 97321	541-917-7700
Greater Albany Public Schools District Office	718 Seventh Avenue SW Albany, OR 97321	541-967-4501
Albany Police Department	2600 Pacific Boulevard SW Albany, OR 97322	541-971-7680
Linn County Sheriff's Office	1115 Jackson Street SE Albany, OR 97322	541-967-3950

The Contractor shall notify the agencies named above and the public of any schedule changes made by the Contractor, required by the City, or are the result of weather or other unforeseen circumstance. The Contractor shall submit a copy of each notification to the City for review and approval prior to delivering the notices.

The Contractor shall provide written notification to all affected residents and businesses three working days in advance of scheduled work that will result in traffic disruptions and blocked access to driveways or parking areas. Written notifications shall explain the extent and duration of the disruption of traffic and/or blocked access and shall include alternate routes or parking areas as appropriate.

I-9. ENTERING AND WORKING WITHIN CONFINED SPACES

Contractors working on any public improvement project, while under contract with the City or a private entity, shall comply with the following regulations as they pertain to entering and working within confined spaces (as defined by OR-OSHA):

1. Identify any confined space entry that is required to perform the work and submit a list of the locations to the City.
2. Follow the City's confined space entry procedures or submit an alternate procedure that meets or exceeds OR-OSHA confined space entry regulations.
3. Submit written notice to the City of any hazardous situation that is encountered during the entry of or while working within a confined space.

I-10. WORK ON PRIVATE PROPERTY

Permits will be required for all plumbing, electrical, and site work on private property. Permits may be obtained via mail from the Building Department at City Hall, 333 Broadalbin Street SW, Albany, Oregon, or are also available via the City's website, which is www.cityofalbany.net. Payment for obtaining permits will be considered incidental to the appropriate bid items.

I-11. LOCATION OF UNDERGROUND UTILITIES

The Contractor shall determine the horizontal and vertical alignment of existing public and private utilities well enough in advance to make adjustments to the work. Special care shall be taken to avoid compromising concrete thrust restraints on the existing water system. Locating utilities ahead of construction and providing protective measures where required are incidental to other bid items.

I-12. FRANCHISE UTILITY COORDINATION

The Contractor shall coordinate with the franchise utility companies as needed to construct the new sewer improvements. No additional contract time will be allowed for delays resulting from a lack of coordination with franchise utilities.

Franchise Utility contacts for this project are provided below:

<u>Utility</u>	<u>Contact</u>	<u>Telephone</u>	<u>Email</u>
Pacific Power	Tucker Hill	541-967-6161	Tucker.Hill@PacifiCorp.com
NW Natural	Dave Bellinger	541-926-4253 x8238	d6b@nwnatural.com
CenturyLink	Travis Vaughn	503-365-5555	travis.vaughn@centurylink.com
Comcast	Chris Cranford	503-476-2477	Chris_Cranford@comcast.net
LS Networks	Winfried Vogt	503-414-0475	wvogt@LSNetworks.net

I-13. REPAIR OF EXISTING UNDERGROUND UTILITIES

City-owned, underground infrastructure damaged during construction shall be repaired as directed by the Engineer. All completed repair work will require approval of the Engineer prior to covering the work. General repair guidelines are:

1. Existing sanitary sewer mains and service laterals that are damaged shall be replaced with like materials and solid-sleeve couplings. Where like materials are not available, the existing pipe shall be replaced with ASTM 3034 PVC pipe and solid-sleeve transition couplings.
2. Existing storm drainage pipe that is damaged shall be replaced with like materials and mechanical-type couplings. Where like materials are not available, storm drainage pipe shall be replaced with Class III concrete pipe or ASTM 3034 PVC pipe with appropriate mechanical-type couplings.

I-14. EXCAVATION AND BACKFILL REQUIREMENTS

All excavations shall be backfilled daily. Only that portion of the excavation where the next day's work is to resume may be left open. All open trenches in streets shall be covered with secured, steel sheets at the end of work each day. All other excavations shall be backfilled.

Select backfill shall be used in all excavations within the public right-of-way to the limits shown below, regardless of location, and in all driveways subject to vehicle travel.

Paved Area: Use select compacted backfill to finished subgrade elevation.

Unpaved Area: Use select compacted backfill to within 18 inches of finish grade. Complete backfill with topsoil meeting requirement of Section 01010 – Topsoil of the Oregon Department of Transportation's Standard Specifications for Highway Construction, 1996 Edition.

A fill permit will be required to deposit excavated materials, in excess of 50 cubic yards at any one tax lot, from this project regardless of whether the site is publicly or privately owned. For property located within the city limits, fill permits may be obtained from the Public Works Department at City Hall, Third and Broadalbin Streets, Albany, Oregon. For property located outside the city limits, fill permits may be obtained from the Linn County Building Department at the Linn County Court House, Fourth Avenue and Ellsworth Street, Albany, Oregon.

I-15. MAINTAINING SEWER FLOWS

The Contractor shall maintain sewer flows in the existing system. The sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system or transported in equipment designed for that purpose to an

approved disposal site. Transporting and disposal of sewage shall be in conformance with applicable state and local regulations. Sewage shall not be discharged into, or allowed to flow in storm drains, trenches, creeks, rivers, ditches, or similar drainage ways. Sewage spills or accumulations shall be cleaned up promptly. The Contractor shall be responsible for notifying the Engineer and DEQ immediately of any sewer spills.

Under no circumstances shall sewage be allowed to overflow from manholes, flood basements, make building sewers inoperable (i.e., with back water valve), or cause any damage to the sewer system due to surcharging.

When pumping and bypassing is required, the Contractor shall furnish, install, and operate the pumps, conduits, and other equipment to divert the flow of sewage around the section in which work is to be performed. A sewer line plug shall be inserted into the line upstream of the section where work is being performed. The plug shall be so designed that all or any portion of the sewage can be released. At the end of each day, flow shall be restored to normal. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass system. Pumping shall be done in a manner that will not damage public or private property or create a nuisance or health menace. No overnight pumping will be allowed.

Sewer service shall be provided for service laterals when working on the sections that have active services. Service shall not be interrupted for more than six hours for any individual lateral. All service laterals shall be functional between 5:00 p.m. and 8:00 a.m.

I-16. SCHEDULED INTERRUPTION OF SEWER SERVICE

Work involving existing sewer lines shall be scheduled in a manner that will minimize disruption of private sewer services. As a general rule, scheduled interruptions of private sewer services shall not occur prior to 8:00 a.m. or after 5:00 p.m. The Contractor shall give written notice to each affected sewer customer a minimum of 48 hours in advance of a scheduled interruption of sewer service. Commercial and industrial sewer customers require a minimum 72-hour advance notice prior to scheduled interruption of sewer service. The notice shall contain the name and phone number of the Contractor and a contact person and shall also state the time and date of interruption and estimated length of disruption. The City must approve the notice prior to distribution. The notifications shall be delivered directly to the primary adult resident, business owner/manager, or prominently affixed to the primary entrance of each dwelling or unit. Notification shall not be placed in U. S. mailboxes or mail slots. The Contractor shall coordinate with affected businesses to make sewer lateral connections to the mainline at times convenient for their normal operation. In some circumstances it may be necessary to schedule sewer interruptions outside of normal working hours. No extra compensation will be due the Contractor for work performed outside of normal working hours.

I-17. WATER SUPPLY

The City will provide water required for the completion of the work. The Contractor shall only take water from approved fire hydrants as designated by the Engineer.

I-18. DIGITAL PROJECT FILES

If requested by the Contractor, the City of Albany will provide the AutoCAD Civil 3D electronic files used to create the Construction Drawings. While these files include electronic surfaces and other data, they are not intended to be used for construction purposes. The City will require the Contractor to sign a City-provided release document acknowledging that the files are to be used at the Contractor's own risk.

I-19. PROTECTION OF EXISTING TREES

Trees to remain in place shall be protected at all times. If roots three inches in diameter or greater are encountered during construction, including excavation and trenching activities, the root shall be protected and reported to the Engineer. If the root must be removed, the City Forester shall be consulted prior to pruning. Root pruning shall be accomplished by a sharp cut made with a hand saw or chain saw. Cut or exposed root ends shall be kept moist at all times until backfill is placed to cover the roots. Cut roots three inches or greater must be wrapped in burlap and kept moist for the entire time the roots are exposed. Cut or exposed roots shall be backfilled as soon as possible.

If the Contractor causes the destruction of trees that are to remain, the City will deduct the value of the tree as determined by the City Forester using the methods described in the International Society of Arboriculture's "Valuation of Landscape Trees, Shrubs, and Other Plants: A Guide to the Methods and Procedures for Appraising Amenity Plants."

SECTION II: STATE AND FEDERAL CONTRACTING LAW

II-1. PREVAILING WAGES

Contractors shall comply with all the provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany.

Each worker in each trade or occupation employed in the performance of this contract either by the contractor, subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the work on this contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher.

Oregon law requires that the higher of the state prevailing wage rates (PWR) or federal Davis-Bacon rates be paid to workers on projects subject to both the state PWR law and federal Davis-Bacon Act.

SS-20-05, Washington Street Sewer Improvements does not use federal funds and does not require Davis-Bacon rates. Only Oregon BOLI Prevailing Wage Rates apply to this project.

Each year the Oregon Bureau of Labor and Industries (BOLI) publishes two rates publications (and amendments to both) that are available by calling 971-673-0839 or online at the BOLI website at:

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

The publication that applies to this contract is the July 1, 2020, Prevailing Wage Rates for Public Works Contracts in Oregon.

Daily/weekly/holiday/weekend overtime must be paid. If a contractor fails to pay for any labor or services, the City can pay for this labor or services and withhold these amounts from payments due the contractor. ORS 279C.520; OAR 839-025-0020(2)(b).

Contractors and subcontractors are required to prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845; OAR 839-025-0010). Contractor payment will be withheld until the City is in receipt of these certified weekly payroll reports. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 through ORS 279C.870.

II-2. PERFORMANCE, PAYMENT, AND PUBLIC WORKS BONDS

In addition to the required payment bond and performance bond, unless exempt under ORS 279C.836 (7), (8), or (9), the contractor is required to file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI. The general contractor is required to verify that subcontractors, unless exempt, have filed a public works bond before permitting a subcontractor to start work on a project.

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <http://www.oregon.gov/BOLI/WHD/pages/index.aspx>.

II-3. RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price that is equal to the percent of preference given to local bidders in the bidder's home state. That is, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:

<https://www.naspo.org/reciprocity1>

Bidders in need of any assistance in the application of this law should call the State Procurement Office at 503-378-4642, or contact them at State of Oregon – Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285.

II-4. AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a bid/proposal, the Bidder/Proposer agrees to comply with the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964; Executive Order 11246, (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS). By submitting a bid/proposal, the Bidder/Proposer specifically certifies, under penalty of perjury, that the Bidder/Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

If the contract is awarded on the basis of the contractor's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women Business Enterprise (MWBE), and Emerging Small Business (ESB) certifications (collectively known as MWESBs), the contractor must remain certified during the entire term of the contract. Contractors must include a similar provision in any subcontracts for the project.

II-5. PAY EQUITY COMPLIANCE AND TRAINING CERTIFICATION

As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and agrees to not unlawfully discriminate between employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Noncompliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Contracts valued at \$500,000 with Contractors that have 50 or more employees are required to complete Pay Equity Training through the State of Oregon's Department of Administrative Services, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and submit a certificate as proof before awarded a contract. Contractor certifies that they have taken the required Pay Equity Training and have provided a certificate to the City.

II-6. LICENSE REQUIRED FOR ASBESTOS ABATEMENT PROJECT

This contract does not require the contractor or subcontractor to be licensed under ORS 468A.720, regarding asbestos abatement.

II-7. CONSTRUCTION AND DEMOLITION DEBRIS/YARD WASTE MATERIALS – ORS 279C.510

The contractor is responsible for:

1. Salvaging or recycling construction and demolition debris, if feasible and cost-effective.
2. Composting or mulching yard waste material at an approved site, if feasible and cost-effective.

II-8. PROVISIONS CONCERNING ENVIRONMENTAL AND NATURAL RESOURCES LAWS

Contractor is responsible to abide by ORS 279C.525 regarding enacted ordinances, rules, or regulations as set forth by the Albany Municipal Code, Oregon Department of Environmental Quality, Department of State Lands, Environmental Protection Agency, and/or the US Army Corps of Engineers, or any other federal, state, and local agency, in regards to the prevention of environmental pollution and preservation of natural resources.

II-9. PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING – ORS 279C.505

The contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.

4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167

II-10. PAYMENT OF CLAIMS BY PUBLIC OFFICERS, PAYMENT TO PERSONS FURNISHING LABOR OR MATERIALS AND COMPLAINTS – ORS 279C.515; OAR 839-025-0020(2)(a)

1. If the Contractor fails, neglects, or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with this contract as the claim becomes due, the City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract.
2. If the Contractor or a first-tier subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with this contract within 30 days after receiving payment from the City or Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
3. If the Contractor or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

II-11. CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS – ORS 279C.580(3)(4)

Contractor is required to include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

1. A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the City pays to the contractor under this contract.
2. A clause that requires the contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.
3. A clause that requires the contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A contractor may change the form or the regular administrative procedures the contractor uses for processing payments if the contractor:
 - a. Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and
 - b. Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
4. An interest penalty clause obligating the Contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1.) above. A contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid and is computed at the rate specified in ORS 279C.515(2).
5. A clause shall be included in each of the Contractor's subcontracts requiring the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of this sub-section, paragraphs 1-4 above, in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.
6. A mandate that all subcontractors, if they were awarded a subcontract on the basis of certification as a disadvantaged, minority-owned, women-owned, or emerging small business enterprise, to maintain certification through the term of the contract.

II-12. CONDITION CONCERNING HOURS OF LABOR – ORS 279C.520

Any worker employed by the Contractor may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, the employee shall be paid at least time and a half pay as follows:

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
2. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor must give notice in writing to employees, who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or person.

II-13. TIME LIMITATION ON CLAIM FOR OVERTIME – ORS 279C.545

Any worker employed by the Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the contractor has:

1. Caused a circular clearly printed in boldfaced 12-point type and containing a copy of ORS 279C.545 to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and
2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

II-14. CONDITION CONCERNING PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION - ORS 279C.530

1. Contractor shall promptly, as due, make payment to any person, co-partnership, 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.
2. All subject employers working under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS

Item No. 1 – Mobilization:

See *Standard Construction Specifications*, Section 201.

Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 2– Temporary Traffic Control:

See *Standard Construction Specifications*, Section 202; the Special Provisions; and the Construction Drawings.

Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 3 – Erosion Prevention and Sediment Control:

This item includes all work related to procuring, installing, and maintaining erosion prevention and sediment control (EPSC) measures for the duration of the project as shown on the Construction Drawings. The Contractor shall submit an EPSC plan at the preconstruction conference for approval by the Engineer. This plan shall include measures to achieve the followings goals:

- Prevent the erosion of exposed soils by wind or rain
- Prevent sediment-laden waters from running onto streets, or into storm drains, ditches, drainage features, wetlands, creeks, streams, lakes, or rivers.
- Maintain clean street and sidewalk surfaces
- Quickly respond to rainfall events with additional measures as needed

The plan shall emphasize measures designed to prevent erosion rather than control sediment. This will require that sediment-laden water from trench dewatering to be processed through mechanical or chemical treatment prior to discharge. Sole reliance on inlet protection to control sediment will be prohibited in most cases. The approved EPSC plan shall be implemented prior to the beginning of ground disturbing activities.

In the event the Contractor fails to provide and maintain EPSC measures that prevent sediment from leaving the construction site, the City may require that work be stopped immediately. The City will not grant contract extensions for work stoppages based on the Contractor's failure to provide and maintain EPSC measures that prevent sediment from leaving the construction site. If sediment-laden water continues to leave the site after one working day following notification by the Engineer, the City may install additional EPSC measures at the Contractor's expense. The City will deduct two times (200 percent) the City's actual cost, which will include all labor, equipment, and materials involved, from any payments due or coming due to the Contractor.

Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 4 – 8-Inch PVC Sewer Main:

See *Standard Construction Specifications*, Section 401.

Payment for this bid item will be made on a linear-foot basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 5 – 6-Inch PVC Sewer Lateral:

See *Standard Construction Specifications*, Section 401.

Payment for this bid item will be made on a linear-foot basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 6 – Install 6-Inch Private Sewer Service:

See *Standard Construction Specifications*, Section 401, Construction Drawings and Standard Drawing No. 411.

This bid item includes provision and installation of sewer services as shown on the Construction Drawings. All work on private property shall be in accordance with the current local Plumbing Code. Required plumbing permits shall be considered incidental to this bid item.

The Contractor will be responsible for locating and verifying the existing sewer lateral outside the home where the proposed connections are to be made prior to construction.

Property restoration, including fence repair and plant and shrub replacement will be considered incidental to this bid item.

Private sewer cleanouts and property line cleanouts will be paid under a separate bid item.

Also included in this bid item is installation of locate balls. Locate balls shall be Model 162 as manufactured by Omni Marker™ and green in color. Locate balls shall be installed centered over the connection at the main within four feet of the finished grade.

Select backfill shall be used in hard surfaced areas on private property. Native backfill will be allowed in yards and planter areas.

Payment for this bid item will be made on a linear-foot basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 7 – Install Private Sewer Cleanout:

See Construction Drawings.

This bid item provides for the installation of two-way cleanouts on private property on new six-inch sewer laterals in conformance with the Oregon Plumbing Specialty Code. Required plumbing permits shall be included under the appropriate private sewer lateral bid item.

Payment for this bid item will be made on a per-each basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 8 – Install Property Line Sewer Cleanout:

See Standard Drawing No. 411.

This bid item provides for the installation of sewer cleanouts at property lines on new six-inch sewer laterals as shown on the Construction Drawings.

Payment for this bid item will be made on a per-each basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 9 – Connect to Existing Manhole:

See *Standard Construction Specifications*, Section 403.

This bid item includes connecting to an existing sanitary sewer manhole per the *Standard Construction Specifications* and applicable Standard Details. The work shall include core drilling a hole and installation of an approved flexible manhole-to-pipe connector. Rechanneling the existing manhole base and pipe connections shall be considered incidental to this bid item. Sewer bypass pumping required to make the connection shall be considered incidental to this bid item.

Payment for this bid item will be made on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 10 – Standard Precast Manhole:

See *Standard Construction Specifications* Sections, 402 and 403 and the Construction Drawings.

This bid item includes construction of a new standard precast manhole per the *Standard Construction Specifications*, applicable Standard Details, and the Construction Drawings. Pipe connections to the manhole shall be incidental to this bid item.

Payment for this bid item will be on a per-each basis and will include all labor, equipment, materials, and incidentals required to complete the work.

Item No. 11 – Temporarily Relocate Heat Pump:

This bid item includes the temporary relocation by a mechanical contractor of an existing heat pump at 931 Washington Street SW as needed to construct the new six-inch sewer lateral. Permanent reinstallation of heat pump after acceptance of new sewer lateral shall be considered incidental to this bid item.

Payment for this bid item will be on a lump-sum basis and will include all labor, equipment, materials, and incidentals required to complete the work.

Item No. 12– 4-Inch Asphalt Trench Patch:

See *Standard Construction Specifications* 304.

The base lift shall be ¾-inch or ½-inch asphalt with a thickness of two inches. The top lift shall be ½-inch asphalt with a thickness of two inches.

Sawcutting of existing pavement is incidental to this bid item.

Payment for this item will be made on a square-yard basis and shall include all equipment, labor, materials, and incidentals required to complete the work.

Item No. 13 – Remove and Replace 6-Inch PCC Driveway Approach:

See *Standard Construction Specifications*, Section 306.

Concrete used for this work shall have a three-day compressive strength of 4,000 psi. Sawcutting and removal of existing concrete is incidental to this bid item.

Payment for this bid item will be on a square-yard basis and will include all labor, equipment, materials, and incidentals required to complete the work.

Item No. 14 – Remove and Replace 4-Inch PCC Sidewalk:

See *Standard Construction Specifications*, Section 306.

This bid item includes Four-Inch PPC for sidewalks and private driveways. Concrete used for sidewalk located behind driveway approaches shall have a three-day compressive strength of 4,000 psi. Sawcutting and removal of existing concrete is incidental to this bid item.

Payment for this bid item will be on a square-yard basis and will include all labor, equipment, materials, and incidentals required to complete the work.

Item No. 15 – Remove and Replace Standard Curb and Gutter:

See *Standard Construction Specifications*, Section 306.

Concrete used for this work shall have a three-day compressive strength of 4,000 psi. Sawcutting and removal of existing concrete is incidental to this bid item.

Payment for this bid item will be on a linear-foot basis and will include all labor, equipment, materials, and incidentals required to complete the work.

Item No. 16 – Install 3-Inch Schedule 40 PVC Drain Line:

See *Standard Construction Specifications*, Section 306.

This bid item includes provision and installation of three-inch schedule 40 PVC drain lines from the existing three-inch sump drains as shown on the Construction Drawings. Installation of weep hole in the curb shall be incidental to this item. All work on private property shall be in accordance with the current local Plumbing Code. Required plumbing permits shall be considered incidental to this bid item.

Payment for this bid item will be on a linear-foot basis and will include all labor, equipment, materials, and incidentals required to complete the work.

Item No. 17 –Temporarily Relocate and Replant Shrubs:

See *Standard Construction Specifications*, Section 210.

This item provides for the temporary relocation of private shrubs as needed to construct the new six-inch sewer lateral as shown on the Construction Drawings. The root ball shall be wrapped in approved fabric until shrub can be replanted.

Contractor shall coat the root ball with a mix of Myco-Fusion Rhizo-Charge and Myco-Fusion Green 150 by Santiam Organics of Albany, Oregon, or approved equal, prior to replanting.

Replanting of shrubs after acceptance of new sewer lateral shall be considered incidental to this bid item.

All warranty and establishment related expenses will be included in this item.

Payment for this bid item will be made on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work.

APPENDIX

CONSTRUCTION DRAWINGS (11" × 17") – *included as separate document*