



REQUEST FOR QUOTATIONS FOR **TAKENA LANDING GRAVEL BAR REMOVAL**

Issue Date: August 7, 2019

Due Date: August 13, 2019, 2:00 p.m.

Parks & Recreation Director **Kim Lyddane**
Parks & Facilities Maintenance Manager **Rick Barnett**
Building Maintenance Supervisor **Tom Valentino**
Purchasing Coordinator **Diane M. Murzynski, CPPO, CPPB**

**For more information on this project, contact Diane Murzynski at 541-917-7522,
and Tom Valentino at 541-791-0082.**

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BIDDER'S SUBMITTAL CHECKLIST

Quotes must be submitted by the date and time and to the place designated in this Request for Quotations (RFQ). Any quotes submitted after the designated closing time or to any other location will be determined nonresponsive and will not be accepted.

Bids should be delivered to and stamped received by the Parks & Recreation Department Counter staff at City Hall. Bidder is solely responsible for the bid to be delivered to the correct location by the correct time.

All bids must be submitted on City-provided forms that do not contain unauthorized alterations.

All bids shall include the following submittals or may be considered non-responsive:

- 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*
- Employee Drug Testing Certification Form

Other than the listing above, it is not necessary to submit any additional pages with your bid.



NOTICE TO CONTRACTORS
CITY OF ALBANY
REQUEST FOR QUOTES (RFQ)

Category of Bid: Construction
Quotes due at 2:00 p.m., Tuesday, August 13, 2019

The City of Albany hereby extends an invitation to submit bids for: **Takena Landing Gravel Bar Removal.**

This project requires the removal and disposal of not more than 350 cubic yards of sand and gravel from a gravel bar located in the Willamette River at the Takena Landing boat ramp. The project must be completed in accordance with requirements outlined by the Oregon Department of Environmental Quality, Oregon Department of State Lands (DSL), and the U.S. Army Corps of Engineers.

Oregon DSL Emergency Permit requires all work be completed by September 29, 2019.

Quotes must be received not later than **2:00 p.m., Tuesday, August 13, 2019**, at the City of Albany Parks & Recreation counter addressed to the attention of Diane M. Murzynski, CPPO, Purchasing Coordinator. The two-page quotation form must be signed and dated by an authorized representative of the Contractor. Quotes received prior to the date and time set forth for receipt herein shall be deemed confidential and not subject to public disclosure to the extent permitted by law. Thereafter such information shall become a public record subject to disclosure.

Quotes must be delivered in a sealed envelope at Albany City Hall, 333 Broadalbin Street SW, Albany, OR 97321. If the Bidder submits a quote via a delivery service (FedEx, UPS, USPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the bid should be written on the outside delivery service packaging. **The City is not responsible for late or mishandled delivery, regardless of the method of delivery.**

The outside of the envelope should plainly identify: (1) the Project name, (2) the Contractor's name, and (3) the Contractor's license number (per ORS 701). Contractors will be notified of the results by email.

Each contractor 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/departments/public-works/engineering/standard-construction-specifications> or a printed set may be purchased for \$100. All public improvements are required to conform to these specifications and prices shall reflect these specifications. For project information, call Tom Valentino, 541-791-0082.

All City contracts contain a statement declaring that the contractor agrees to comply with the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing *wages unless the amount of the contract is less than \$50,000, in which case the prevailing wage rate requirement shall not apply.* 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. Contractors are expected to be familiar with these provisions including, but not limited to, recent changes to ORS Chapter 279C.

No RFQ shall be received or considered unless the contractor is registered with the Construction Contractors Board for construction projects or licensed with the State Landscape Contractors Board for landscaping projects.

DATED THIS 7TH DAY OF AUGUST 2019.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PROPOSAL

CONTRACTOR'S DECLARATION AND UNDERSTANDING

The undersigned Contractor declares that the Request for Quotes Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Contractor 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 Request for Quotes; and that the Contractor's proposal is made according to the provisions and under the terms of the Request for Quotes Documents, which documents are hereby made a part of this proposal.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this proposal is accepted:

- A Contract with the City of Albany, Oregon, will be executed, within ten (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% Performance Bond and 100% 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 Request for Quotes 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.
- ACH Direct Payment Authorization. The CITY prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONTRACTORS must complete the City's ACH Direct Payment Authorization Form, available on the CITY website at: http://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).
- Lump Sum Or Unit Price Work. The Contractor further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Request for Proposal 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 Contractor 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 Request for Quotes Documents.

CERTIFICATES OF INSURANCE

The Contractor 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

The Contractor agrees to begin work within 10 calendar days after the date of the Notice to Proceed for the project and to complete the construction, in all respects, as set forth in the Special Provisions of the Request for Quotes Documents.

LIQUIDATED DAMAGES

In the event the Contractor 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 Request for Quotes 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*.

SURETY

If the Contractor 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) _____.

CONTRACTOR

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, Contractor hereby declares that it (*circle correct designation*) is / is not a resident Contractor. 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/its hand this _____ day of _____ 2019.

Signature of Contractor 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 _____ 2019.

name of corporation

By: _____

Name: _____
(please print name)

Title: _____

QUOTES

ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (dollars / cents)	TOTAL AMOUNT (dollars / cents)
1	Mobilization	1	Lump Sum		
2	Temporary Traffic Control	1	Lump Sum		
3	Erosion Prevention and Sediment Control	1	Lump Sum		
4	Excavation of Gravel Bar	1	Lump Sum		
5	Installation and Removal of Turbidity Curtains and Seine Nets	1	Lump Sum		
6	Isolation of River Current Using Cofferdam	1	Lump Sum		
SUM OF EXTENDED TOTALS					

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

Bidder's Signature

Title

Date

Company Name *(please print)*

Mailing Address

City, State Zip

CCB License Number

Federal Tax ID Number

Telephone Number

Fax Number

Email Address

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, **Takena Landing Gravel Bar Removal**, 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: _____

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. The Contractor and its subcontractors, if any, also agrees to maintain compliance with the Oregon Identify Theft Protection Act (OITPA) 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.

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; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

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.)

Construction Contractor's Board License Number

Taxpayer Identification No.: _____

Telephone No.: () _____

CITY OF ALBANY, OREGON:

DATE: _____

By: _____

Kim Lyddane, Parks & Recreation Director

By: _____

M. Sean Kidd, City Attorney

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 _____ 2019.

Principal

By: _____
Print or type

Signature

Street/City Address

Surety

By: _____
Print or type

Signature

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 by City of Albany, Oregon, *unless the amount of the contract is less than \$50,000, 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 _____ 2019.

Principal

By: _____

Print or type

Signature

Street/City Address

Surety

By: _____

Print or type

Signature

Street/City Address

Telephone Number

Surety Witness:

By: _____

Street/City Address

SPECIAL PROVISIONS

SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

I-1. DESCRIPTION OF WORK

This project requires the removal of a gravel bar located in the Willamette River at the Takeda Landing boat ramp. This work includes excavation and disposal of not more than 350 cubic yards of material, sand and gravel, from the Willamette River. The project must be completed in accordance with requirements and regulations outlined by the Oregon Department of Environmental Quality (DEQ), Oregon Department of State Lands (DSL), and the U.S. Army Corps of Engineers (USACE).

The Project includes installation of Turbidity Curtains and Seine Nets prior to excavation and work area isolation. All materials and structures must be removed immediately after construction completion. Fish must be salvaged from the isolation area as required by NOAA Fisheries, Oregon Department of Fish and Wildlife, and Fish Research.

The City of Albany will remove docks prior to construction. All equipment must use bio-based oils and all fueling must take place a minimum of 150 feet from the active river.

The City of Albany will obtain all required permits. **All work must be completed in compliance with the Oregon DSL Emergency Permit, which expires September 29, 2019, and U.S. Army Corp of Engineers (permit pending approval) and Oregon DEQ (authorization pending).**

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

I-2. SITE CONDITIONS

Contractors wishing to more closely inspect the site may review the conditions at Takeda Landing, described by the Department of State Lands as: Willamette River, River Mile 199.25; Benton County: T. 11S, R. 3W, Section 6, Albany, Oregon.

By submitting a quote, the Contractor acknowledges satisfaction as to the nature and location of the work. Failure to become acquainted with the physical conditions of the project will not relieve the Contractor from the responsibility of properly estimating the difficulty or cost of successfully performing the work. The Contractor warrants, as a result of examination and investigation of all data, the work can be performed in a good workmanlike manner to the satisfaction of the City.

I-3. QUOTE SUBMISSION

Quotes must be received not later than **2:00 p.m., August 13, 2019**, at the City of Albany Parks & Recreation Department addressed to the attention of Diane M. Murzynski, CPPO. The quotation forms must be signed and dated by an authorized representative of the Contractor. Quotes received prior to the date and time set forth for receipt herein shall be deemed confidential and not subject to public disclosure to the extent permitted by law. Thereafter such information shall become a public record subject to disclosure.

Quotes should be delivered in a sealed envelope at Albany City Hall, Parks & Recreation counter, 333 Broadalbin Street SW, Albany, OR 97321. If the Bidder submits a quote via a delivery service (FedEx, UPS, USPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the bid should be written on the outside delivery service packaging. **The City is not responsible for late or mishandled delivery, regardless of the method of delivery.**

The outside of the envelope shall plainly identify: (1) the Project name, (2) the Contractor's name, and (3) the Contractor's license number (per ORS 701). Contractors will be notified of the results by email.

I-4. 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/departments/public-works/engineering/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-5. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based upon 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, to postpone the acceptance of the proposal and the award of the contract 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 bidding 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.

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-6. 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. Once the Notice to Proceed is issued, the Contractor shall have until September 29, 2019, the ultimate completion date, to complete all work specified, in every respect in the contract documents.

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-7. PRECONSTRUCTION CONFERENCE

A preconstruction meeting will be required. The meeting will be scheduled to take place within two days after contract execution. The Contractor shall submit the following submittals at the preconstruction conference:

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

I-8. PROJECT SCHEDULE

A detailed construction schedule of all work relating to this project shall be submitted to the Project Manager, Tom Valentino, 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-9. 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.

Construction operations shall be conducted in a manner that will provide for uninterrupted movement of traffic on all public and private roadways within the construction area. At a minimum, the Contractor shall maintain one lane of traffic in each direction or provide flaggers to control alternating traffic through a single lane. 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 that 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%) 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-10. 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.

1. U.S. Postal Service
2. Albany Transit System
3. Allied Waste Services of Albany
4. Albany Fire Department
5. Albany School District
6. Albany Police Department

7. Linn County Sheriff's Department

The Contractor shall notify the above-named agencies and the public of any schedule changes that are 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 (3) 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-11. 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-12. DEPARTMENT OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL QUALITY, AND U.S. ARMY CORPS OF ENGINEERS – PERMITS AND AUTHORIZATION

The City has secured an emergency permit from the Oregon DSL and applied for a permit from the U.S. Army Corps of Engineers (pending) and DEQ (authorization pending) for the Takeda Landing Gravel Bar Removal Project. (See Appendices). The Contractor shall comply with all conditions set forth in the permits.

Construction of the project shall be in compliance with all permit conditions. In situations where permit requirements differ from those contained in the City of Albany Standard Specifications, Special Provisions, and the construction drawings, the more stringent requirement will apply.

I-13. 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 restraint on the existing water system. Locating utilities ahead of construction and providing protective measures where required are incidental to other bid items.

I-14. REPAIR OF EXISTING UNDERGROUND UTILITIES

City-owned, underground infrastructure damaged during construction shall be repaired as directed by the City Project Manager. 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-15. 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."

I-16. PROTECTION OF CULTURAL RESOURCES

Ground-disturbing activities of the proposed project may take place in an area that has at least a low potential to contain archaeological or historical resources. Buried archaeological deposits may be found relating to prehistoric or historic period uses of the area by native peoples, river construction activities, or other development and uses adjacent or near the river. Any cultural resources, both anticipated and unanticipated, should be protected by any proposed action. Additional information is provided in the DSL Permit in Appendix A.

Construction, inspection or other project personnel (excepting approved archaeologists) shall **not** *for personal observation or use collect*, move, or in any other way alter any prehistoric, historic-period or modern artifacts or features on federal property or on private property in the project vicinity.

- A. **Covered Resources.** If during excavation or other construction activities any previously unidentified or unanticipated prehistoric or historic-period (i.e., 50 years or older) archaeological resources and/or human remains/burial(s) are discovered, all activities that may damage or alter such resources shall be temporarily suspended in the vicinity of the discovery. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; *prehistoric* artifacts such as formed stone tools, for example projectile points (arrowheads of spear points), scrapers, and/or the debitage (flakes or chips) left over from forming tools; fire pits/rings; rock art, such as pictographics (rock paintings) or petroglyphs (pecked rock art and/or any other artifacts and/or features indicating other prehistoric human activities. Historic-period artifacts, such as concentrations of historic refuse (often called, "trash pit" "trash dump") containing one or more items such as metal cans, ceramics, glass, etc.; material remains from buildings or structures, such as bricks, boards, construction hardware, etc.

Upon such discovery or find, the Contractor and/or responsible City staff member(s) shall immediately notify the City's designated Cultural Resource Coordinator so that the appropriate authorities may be notified (including a professional archaeologist) and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor and/or responsible City staff member(s) shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources. All newly discovered "*in situ*" (i.e., in-place) cultural materials of functional, stylistic, or chronological significance will be preserved and protected to the greatest extent possible using the stipulations outlined below, as required by 36 CFR 800.13(a)(2).

- B. **Unanticipated Discovery.** All work within the immediate vicinity of the discovery will cease and the area of the find will be secured from further damage until such time as a qualified professional Archaeologist with delegated responsibility can assess the significance of the discovery.

Once the discovery has been assessed by the professional archaeologist, the Oregon State Historical Preservation Office will be provided with summary information regarding the character, extent and significance of the find and any additional information, determination of significance and/ or recommendations regarding protection of the resource(s).

If the discovery has the potential to be of cultural or religious significance to an affected Federally- or State-recognized Indian tribe, appropriate staff and governmental representatives of the tribe(s) will be notified and provided summary information regarding the character, extent and significance of the find and any additional information regarding potential resource protection measures. The “Consultation” level of review will be implemented.

The following protection measures are recommended for immediate implementation:

- Photograph, draw and/or describe significant cultural or environmental data.
- Fence off the discovery area, construct protective shoring if necessary and cover the discovery area with appropriate materials that do not further damage the artifacts or features to protect the find and mitigate any safety concerns.

C. Treatment of Human Remains. For any human burial discovered on federal lands, provisions of the Native American Graves Protection and Repatriation Act of 1990 (PL 101-601; 25 USC 3001-3013) and its rules and regulations (43 CFR Part 10.4) will apply. For human remains discovered on non-federal public or private lands, provision of ORS97.740 will apply. Upon discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony, construction activities within 100 ft shall cease and the discovery site shall be secured. The City, in coordination with the FERC, and as appropriate the USACE (if the undertaking involves their jurisdictional authority) consulting as appropriate with Indian tribe(s) will then take the lead in fulfilling its responsibilities under 43 CFR Part 10.4, as well as with appropriate State laws.

I-17. EXCAVATION AND BACKFILL REQUIREMENTS

The City has acquired a permit from the Oregon DSL (See Appendix A) for authorization to work in the Willamette River. Contractor shall comply with all permit conditions.

A fill permit may 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 City of Albany Public Works Department at City Hall, Third and Broadalbin Streets, Albany. 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. All conditions of the fill permit shall be met by the Contractor during construction.

SECTION II: STATE AND FEDERAL CONTRACTING LAW

II-1. 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 <https://www.oregon.gov/BOLI/WHD/pages/index.aspx>.

II-2. 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 which 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.oregon.gov/das/Procurement/Pages/Recippref.aspx>

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-3. 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-4. 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-5. 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-6. 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 U.S. 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.

See Appendices and City of Albany *Standard Construction Specifications* that require the Contractor to comply with federal, state, and local agency enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract.

II-7. 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-8. 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-9. 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-10. 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 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-11. 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-12. 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; and the Special Provisions.

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. The Contractor shall submit an EPSC plan at the Preconstruction Conference for approval by the Project Manager. 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 Project Manager, the City may install additional EPSC measures at the Contractor's expense. The City will deduct two times (200%) 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 – Excavation of Gravel Bar:

See *Special Provisions*.

This bid item requires the excavation and disposal of no more than 350 cubic yards (approved by DSL) of gravel and sand in the Willamette River, at Takena Landing, and further described by the Oregon Department of State Lands as: Willamette River, River Mile 199.25; Benton County: T. 11S, R. 3W, Section 6, Albany, Oregon.

Excavation and disposal must comply with the regulations stipulated by Oregon DSL Permit, U.S. Army Corps of Engineers Permit, and Oregon DEQ authorization, and City of Albany *Standard Construction Specifications*.

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. 5 – Installation and Removal of Turbidity Curtains and Seine Nets:

See *Special Provisions*.

This bid item requires Turbidity Curtains and Seine Nets be placed in the Willamette River, downstream from the area to be excavated to control silt and sediments, prior to excavation and all materials must be removed after construction and excavation is completed. Removal shall not disrupt the environment or create pollution.

Fish must be salvaged from the isolation area. City must be contacted to obtain Permit to salvage fish as required by NOAA Fisheries and ODFW, Fish Research.

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. 6 – Isolate River Current Using a Cofferdam:

See *Special Provisions*.

This bid item requires Contractor to isolate the Willamette River current using a Cofferdam or similar structure. All structures and materials used to isolate the work area must be removed immediately following construction completion and in compliance with Oregon DSL requirements.

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.

APPENDICES

Oregon Department of State Lands (DSL) Permit – Appendix A (Permit Secured)

DSL Cultural Review – Appendix B

Takena Landing Gravel Bar Map – Appendix C

Takena Landing Map – Appendix D

Takena Landing Gravel Bar Photo – Appendix E