



# CONTRACT DOCUMENTS

## FOR

### MS-23-02

### MONTEITH PARK RESTROOM REMODEL

**Issue Date:** Monday, December 18, 2023

**Due Date:** Tuesday, January 23, 2024, 2:30 p.m. (Pacific Time)

**Public Works Director** ..... **Chris Bailey**  
**City Engineer**..... **Staci Belcastro, P.E.**  
**Project Engineer**..... **Nolan Nelson, P.E.**

**For more information on this project,  
contact Nolan Nelson, 541-791-0130.**

CITY OF ALBANY, OREGON

**MS-23-02, Monteith Park Restroom Remodel**

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CONSTRUCTION DRAWINGS (sized 11” x 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, as indicated in the Invitation to Bid. 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 addenda to this contract prior to bid opening. To be notified of addenda, contractor may email [pw.quotes@cityofalbany.net](mailto:pw.quotes@cityofalbany.net) and request to be added to the Plan Holder's list.

**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, you may contact Diane Murzynski at [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net) or 541-917-7522. Bidders should submit responses within a reasonable amount of time before the bid opening date and time to ensure timely email delivery.

A scanned copy of a bid bond is acceptable for the purposes of the bid opening.

All bids must 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 and Alcohol Testing Program Certification form
- Retainage Election form (*Applicable if greater than \$500,000*)
- Pay Equity Training Certificate (*Applicable if greater than \$500,000 and 50 or more employees*)
- Addenda Acknowledgement (*acknowledge on Proposal 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.***



NOTICE TO CONTRACTORS  
CITY OF ALBANY  
INVITATION TO BID

Category of Bid: Construction

Engineer's Estimate: \$190,000

Bids due at 2:30 p.m. (Pacific Time), Tuesday, January 23, 2024

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

**MS-23-02, Monteith Park Restroom Remodel:** Remodel of the existing bathroom at the Monteith Riverfront Park. The work will include plumbing, electrical, and masonry work to rehabilitate and convert the interior from two gender specific bathrooms to four individual-use, gender-neutral bathrooms.

Bids must be submitted to Diane Murzynski in the Finance Department, at [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net) **not later than 2:30 p.m., Tuesday, January 23, 2024**. Bids will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line must include the project number and name as follows: **MS-23-02, Monteith Park Restroom Remodel**. The body of the email must 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 will 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 <https://cityofalbany.net/bids>.

Contract bid documents may be downloaded from the City of Albany website at <https://cityofalbany.net/bids>. 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 email [pw.quotes@cityofalbany.net](mailto:pw.quotes@cityofalbany.net) 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 <https://www.cityofalbany.net/standard-construction-specifications>. All public improvements are required to conform to these specifications and bid prices must reflect these specifications. For project information, call Nolan Nelson at 541-791-0130.

All City contracts contain a statement declaring 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 will 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 must accompany each bid on all projects and must 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. A scanned copy must be submitted with the bid.

DATED this 18th day of December, 2023.

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts & Procurement Officer

PUBLISH: Daily Journal of Commerce on Monday, December 18, 2023  
Albany Democrat-Herald on Tuesday, December 19, 2023

## 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, and each person signing on behalf of the Bidder, certifies they do not have a personal or organizational conflict of interest and have not participated in drafting the scope of work or writing the specifications required for the project.

The Bidder further declares, by signing 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 must 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 as provided for in ORS 305.385(6). 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](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, Contractor must 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*.

ADDENDA ACKNOWLEDGEMENT No(s). \_\_\_\_ Dated \_\_\_\_ No(s). \_\_\_\_ Dated \_\_\_\_ No(s)\_\_\_\_ Dated \_\_\_\_  
No(s). \_\_\_\_ Dated \_\_\_\_ No(s)\_\_\_\_ Dated \_\_\_\_ No(s)\_\_\_\_ Dated \_\_\_\_

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 fails 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 must 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 this proposal is accepted, and the Bidder fails 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 must 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
*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	LS		
2	Demolition and Restoration	1	LS		
3	Framing	1	LS		
4	Plumbing	1	LS		
5	Electrical and Mechanical	1	LS		
6	Fixtures	1	LS		
<b>SUM OF EXTENDED TOTALS</b>					

***NOTE: Subject to change if addition or extensions are in error. (Unit price prevails.)***

***All Items must be bid to be responsive.***

_____	_____	_____
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
_____	_____	_____
Email	Telephone No.	Fax No.



**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/their Bid Proposal for **MS-23-02, MONTEITH PARK  
RESTROOM REMODEL**, 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 executes the proposed Contract and furnishes 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

**EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM CERTIFICATION**

The City of Albany requires bidders demonstrate and disclose that they have an employee drug and alcohol testing program in place before a public contract can be awarded, **ORS 279C.505 (2)**.

Therefore, by signing this Certification, the Bidder does hereby certify and confirm that, as the proposed general contractor for City of Albany Project **MS-23-02, Monteith Park Restroom Remodel**, he/she/they has an employee drug testing program in place. City requires assurance that the contractor conducts random drug and alcohol testing for employees no less frequently than annually and assigned employees have successfully passed a minimum 12-panel drug test to satisfy the intent of this certification and the above legislation.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FIRST-TIER SUBCONTRACTOR DISCLOSURE**

**PROJECT NAME:** Monteith Park Restroom Remodel

**BID NUMBER:** MS-23-02

**BID CLOSING DATE:** Tuesday, January 23, 2024

**TIME:** 2:30 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 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.

*State of Oregon WH-179 (08-10-10)*

## SAMPLE CONTRACT

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

### WITNESSETH:

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

Contractor must 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).

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

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.

Contractor, its subcontractors, if any, must certify that during the term of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local, state, or federal department or agency.

It is expressly understood that this Contract must 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.

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 must 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 Contractor (ORS 279C.515). Contractor must indemnify the City from claims of damages resulting from actual or alleged violations of these obligations.

As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's 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. Contractor's compliance 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 employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before awarded a contract.** Contractor must certify it has

taken the required Pay Equity Training and provide a certificate to the City.

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

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 must 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 must be retained out of any monies due or to become due under this agreement.

Payments must 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 biennial budget must 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 must 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 must be vested exclusively in the courts of Oregon, Oregon law must apply, and venue must 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.)*

Construction Contractor's Board License Number \_\_\_\_\_

DBE, if applicable: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

**CITY OF ALBANY, OREGON:**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Chris Bailey, Public Works Director

APPROVED AS TO FORM:

\_\_\_\_\_  
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 must 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 must 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 must 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 must be two years as outlined in Section 107.15.02 of the *Standard Construction Specifications*. The warranty for all other work must 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 must not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee's negligence and must in all respects perform said contract according to law.

b) All material suppliers and all persons who must supply such laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, must 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 must 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, must 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 must 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 must, 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 must pay all other just debts, dues, and demands incurred in the performance of the said contract; and must 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 must 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, must 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 Contractor’s election. If the City incurs additional costs as a result of Contractor’s election, the City may recover such costs from 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 ONLY if the bid exceeds \$500,000.**

**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 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 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 Contractor’s related payment request is fully approved by the City until the date the retained moneys are paid by the City to Contractor. Retainage is deemed to be paid when the payment is transmitted to Contractor.

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

No later than Contractor’s execution of the contract, 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.**

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, it has elected the above retainage option which satisfies the intent of the above-referenced legislation.

CONTRACTOR: \_\_\_\_\_

Project # MS-23-02

TITLE/SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIAL PROVISIONS

### SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

#### I-1. DESCRIPTION OF WORK

Remodel of the existing bathroom at the Monteith Riverfront Park. The work will include plumbing, electrical, and masonry work to rehabilitate and convert the interior from two gender-specific bathrooms to four individual-use, gender-neutral bathrooms.

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

#### I-2. SITE CONDITIONS

The site is a city park that may be under active construction during the remodel of this bathroom. The Contractor will need to coordinate access with other contractors on site.

#### I-3. OPTIONAL PREBID MEETING

Contractors wishing to more closely inspect the site must attend the Optional Prebid Meeting on **Wednesday, January 10, 2024, at 10:00 a.m. on site at 489 Water Avenue NW, Albany**. Contractors are encouraged to attend.

Regardless of attendance, 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 Contractor from the responsibility of properly estimating the difficulty or cost of successfully performing the work. Contractor warrants, as a result of examination and investigation of all data, that the work can be performed in a good, workmanlike manner to the satisfaction of the City.

#### 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 <https://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 must reflect these specifications.

#### I-5. 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 bid 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 bids 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. Contractor shall include opportunities for DBE Contractors. The State of Oregon maintains a certified DBE list at [COBID Certification Management System \(diversitysoftware.com\)](https://www.cobid.com). 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.

Communicable Diseases. Contractor understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that Contractor could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONTRACTOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and assumes all full responsibility for Contractor's participation.

Conflict of Interest. Contractor will prohibit any employee, governing body, subcontractor, volunteer, or organization from participating in this contract if the person(s) or entity has an actual or potential conflict of interest with regards to the funding provided under this agreement. Contractor must disclose in a timely manner and in writing to the City all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement. Neither Contractor nor Contractor's principals or governing body shall be involved in any current or pending litigation that will be construed as a conflict of interest in the City's sole discretion.

## **I-6. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES**

At Contractor's option, the City will issue the Notice to Proceed any time after both parties have executed the contract. Contractor will be required to give the City seven days advance notice of intent to begin construction. Once the Notice to Proceed is issued, Contractor must complete the work in **60 calendar days**, measured from the day work starts.

Regardless of the actual construction start date, all work specified in the contract documents must be completed, in every respect, by **June 5, 2024**, the ultimate completion date.

**Liquidated damages will be assessed against 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 and may be held virtually. The meeting will be scheduled to take place a minimum of one week prior to beginning of construction. Contractor must submit the following submittals at the preconstruction conference:

- Project Schedule

## **I-8. PROJECT SCHEDULE**

A detailed construction schedule of all work relating to this project must be submitted in advance by email to the Engineer for discussion at the preconstruction conference. The schedule must show how Contractor plans to complete the project on or before the ultimate completion date. Contractor must 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. SAFETY DATA SHEETS (SDS)**

For all projects involving on-site work at the City of Albany's Water Treatment Plant, located at 300 Vine Street SW; the Albany/Millersburg Water Treatment Plant, located at 33883 Berry Drive NE; or the Operations Compound/Water Reclamation Facility, located at 310 Waverly Drive NE, Albany, Oregon, Contractor must provide to the City copies of their SDSs for all hazardous materials being used by Contractor at these sites.

## **I-10. ENTERING AND WORKING WITHIN CONFINED SPACES**

Contractors working on any public improvement project, while under contract with the City or a private entity, must 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-11. WORK ON PRIVATE PROPERTY**

Permits will be required for all plumbing, electrical, and site work on private property. Permits may be obtained 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](http://www.cityofalbany.net). Payment for obtaining permits will be considered incidental to the appropriate bid items.

## **I-12. LOCATION OF UNDERGROUND UTILITIES**

Contractor must determine the horizontal and vertical alignment of existing public and private utilities well enough in advance to make adjustments to the work. Special care must 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-13. REPAIR OF EXISTING UNDERGROUND UTILITIES**

City-owned, underground infrastructure damaged during construction must 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 must be replaced with like materials and solid-sleeve couplings. Where like materials are not available, the existing pipe must be replaced with ASTM 3034 PVC pipe and solid-sleeve transition couplings.
2. Existing storm drainage pipe that is damaged must be replaced with like materials and mechanical-type couplings. Where like materials are not available, storm drainage pipe must be replaced with Class III concrete pipe or ASTM 3034 PVC pipe with appropriate mechanical-type couplings.

## **I-14. SCHEDULED INTERRUPTION OF WATER SERVICE**

Work involving existing water lines must be scheduled in a manner that will minimize disruption of local water service. Interruption of water service must not be scheduled to occur on a Friday or City Holiday. As a general rule, scheduled interruptions of local water service shall not occur prior to 9:00 a.m. or after 2:00 p.m. Contractor must give written notice to each affected water customer a minimum of 48 hours in advance of a scheduled interruption of water service. Commercial and industrial water customers require a minimum 72-hour advance notice prior to scheduled interruption of water service. In addition, a representative of Contractor must personally visit each affected business to deliver the notice to the owner or a responsible employee and answer any questions regarding the shutdown. Contractor must coordinate with affected businesses to make meter switch-overs and mainline connections at times convenient for their normal operation. In some circumstances it may be necessary to schedule water shutdowns outside of normal working hours. No extra compensation will be due Contractor for work performed outside of normal working hours.

Each situation involving a scheduled interruption of water service must be limited to four hours, unless extended by the Engineer. If Contractor does not complete the work within the allotted time, mitigating circumstances notwithstanding, the City will impose liquidated damages of \$225 per each hour, or fraction thereof, beyond the time limit established by the Engineer.

The Engineer will be responsible for supervising the operation of existing valves as required during the course of the work at all locations and for providing Contractor with maps detailing individual properties requiring shutoff notices.

#### **I-15. BACKFLOW PREVENTION ASSEMBLIES**

There may be backflow prevention assemblies on the customer side of the meter where sprinkler systems and landscape irrigation systems are present. These devices are usually located outside of the meter box. Contractor shall be responsible for costs associated with cleaning and testing of these devices and other fixtures disabled by debris from the new water line. Contractor must promptly resolve issues involving fixtures of devices plugged by debris as a result of construction operations. In the event that Contractor does not promptly respond to correct the problem the City will have the work done and Contractor shall be charged.

#### **I-16. CONNECTION TO EXISTING WATER LINES**

Contractor must be responsible for scheduling and conducting exploratory excavations as necessary to determine material requirements for work involving connections to, or abandonment of, existing water lines. The outside diameter of existing water lines may vary significantly from industry standard specifications (where available) or from information provided on the plans. Contractor must be solely responsible for excavating each specific location where there is work involving an existing water line and to determine the actual pipe type and diameter before ordering materials. The City will not compensate Contractor for components found to be incompatible with existing materials. Potholing connections to existing water lines is considered incidental to other bid items.

Existing abandoned water lines or other utilities must not be used as permanent bracing or as backing for permanent concrete thrust restraint where mechanical restraint is not appropriate. The use of concrete thrust restraint where mechanical restraint is specified will require the approval of the Engineer.

#### **I-17. MINIMUM WATER LINE COVER REQUIREMENT**

Except where shown and specified otherwise on the Construction Drawings, all new main line water pipe work must have three feet of minimum cover from the new roadway surface grade to the top of the new line. Depending on the depth of existing utilities and other requirements, new water pipe work may require a deeper bury to maintain minimum cover.

#### **I-18. MAINTAINING SEWER FLOWS**

Contractor must maintain sewer flows in the existing system. The sewage must 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 must be in conformance with applicable state and local regulations. Sewage must not be discharged into, or allowed to flow in storm drains, trenches, creeks, rivers, ditches, or similar drainage ways. Sewage spills or accumulations must be cleaned up promptly. Contractor must 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, Contractor must 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 must be inserted into the line upstream of the section being worked. The plug must be so designed that all or any portion of the sewage can be released. At the end of each day, flow must be restored to normal. The bypass system must be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. Contractor must be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypass system. Pumping must 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 must be provided for service laterals when working on the sections that have active services. Service must not be interrupted for more than six hours for any individual lateral. All service laterals must be functional between 5:00 p.m. and 8:00 a.m.

## **I-19. SCHEDULED INTERRUPTION OF SEWER SERVICE**

Work involving existing sewer lines must be scheduled in a manner that will minimize disruption of private sewer services. As a general rule, scheduled interruptions of private sewer services must not occur prior to 8:00 a.m. or after 5:00 p.m. Contractor must 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 must contain the name and phone number of Contractor and a contact person and must also state the time and date of interruption and estimated length of disruption. The City must approve the notice prior to distribution. The notifications must be delivered directly to the primary adult resident, business owner/manager, or prominently affixed to the primary entrance of each dwelling or unit. Notification must not be placed in U. S. mailboxes or mail slots. Contractor must 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 Contractor for work performed outside of normal working hours.

## **I-20. WATER SUPPLY**

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

## **I-21. DIGITAL PROJECT FILES**

If requested by 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 Contractor to sign a City-provided release document acknowledging that the files are to be used at Contractor's own risk.

## **I-22. PROTECTION OF EXISTING TREES**

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

If 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

Contractor must comply with all of 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 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.

**MS-23-02, Monteith Park Restroom Remodel 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 rates and amendments that are available by calling 971-353-6822 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 5, 2023, Prevailing Wage Rates for Public Works Contracts in Oregon, along with the October 5, 2023, Prevailing Wage Rates Amendment.

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 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 <https://www.oregon.gov/boli/employers/Documents/public-works-bond.doc>.

### 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, service-disabled veteran, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

If the contract is awarded on the basis of Contractor's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women Business Enterprise (MWBE), Service-disabled Veteran, and Emerging Small Business (ESB) certification, 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**

Pay Equity Compliance. As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's 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. Contractor's compliance 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 employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before awarded a contract. Contractor must certify they have taken the required Pay Equity Training and provide a certificate to the City.

Free training is available through the state of Oregon's Department of Administrative Services. Details are available at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

## **II-6. LICENSE REQUIRED FOR ASBESTOS ABATEMENT PROJECT**

This contract does not require 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**

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, or local agency, regarding the prevention of environmental pollution and preservation of natural resources.

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

Contractor shall:

1. Make payment promptly, as due, to all persons supplying to 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 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 Contractor fails, neglects, or refuses to pay promptly a person's claim for labor or services that the person provides to 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 Contractor by reason of this contract.
2. If 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, 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 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 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 Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the City pays to Contractor under this contract.
2. A clause that requires Contractor to provide a first-tier subcontractor with a standard form 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 Contractor.
3. A clause that requires 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. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor:
  - a. Notifies the subcontractor in writing at least 45 days before the date on which 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 Contractor, if 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 Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1.) above. Contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason Contractor or first-tier subcontractor did not make payment when payment was due is that 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 must be included in each of 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 subcontractor's 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 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 must 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 the employees may be required to work.

Contractor must comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and a failure to comply is a breach entitling 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 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 Contractor within 90 days from the completion of the contract, providing 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 Contractor, of all sums Contractor agrees to pay for the services and all moneys and sums 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 must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure 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 – Demolition and Restoration:**

See *Standard Construction Specifications*, Section 201.

This item will include all demolition and restoration required to complete the work including but not limited to all sawcutting, existing fixture removal, material disposal, flashing, trim, water sealing, etc.

The Contractor shall provide a structural engineer's review and approval of any wall penetrations. The Contractor shall submit approved shop drawings of any structural modifications required for cutting in the new doors.

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 – Framing:**

See *Standard Construction Specifications*, Section 201.

This item will include all framing and finishing work required to complete but not limited to the new interior walls, interior ceiling, louvre replacement, and door installation. Contractor to provide shop drawings for all connection points with a structural engineer's review and approval. All work shall be done in accordance with local building codes. Required permit(s) shall be considered incidental to this bid item.

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 – Plumbing:**

See *Standard Construction Specifications*, Section 201.

This item will include all plumbing fixtures and the plumbing to support those fixtures in accordance with the current local Plumbing Code. Required plumbing permit(s) shall be considered incidental to this bid item.

Fixtures listed and shown on the Construction Drawings and in Appendix A were selected to provide a basis for design. The Contractor shall submit all fixtures for approval. Approval will be granted by the City if the products are of equivalent quality and function of the product listed.

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 – Electrical and Mechanical:**

See *Standard Construction Specifications*, Section 201.

This item will include all electrical and mechanical fixtures and the conduit, wire, and ducting to support those fixtures in accordance with all current local codes. Required permit(s) shall be considered incidental to this bid item.

Fixtures listed and shown on the Construction Drawings and in Appendix A were selected to provide a basis for design. The Contractor shall submit all fixtures for approval. Approval will be granted by the City if the products are of equivalent quality and function of the product listed.

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. 6 – Fixtures:**

See *Standard Construction Specifications*, Section 201.

Fixtures listed and shown on the Construction Drawings and in Appendix A were selected to provide a basis for design. The Contractor shall submit all fixtures for approval. Approval will be granted by the City if the products are of equivalent quality and function of the product listed.

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.

**LIST OF APPENDICES**

**A. CONTRACTOR'S SUBMITTAL TABLE**

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