



COA-RFQ #220206

REQUEST FOR QUOTATIONS FOR

PARK MAINTENANCE BUILDING ROOF REPLACEMENTS

Issue Date: February 2, 2022

Due Date: February 16, 2022, 2:00 p.m. (Pacific Time)

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

**For more information regarding this Request for Quotes,
contact Rick Barnett at rick.barnett@cityofalbany.net**

CITY OF ALBANY
TABLE OF CONTENTS

TABLE OF CONTENTS1

BIDDER’S SUBMITTAL CHECKLIST2

REQUEST FOR QUOTATIONS3

QUOTATION FORM4

PROPOSAL.....5

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION.....9

FIRST-TIER SUBCONTRACTOR DISCLOSURE.....10

SECTION I – SPECIAL PROVISIONS11

SECTION II: STATE AND FEDERAL CONTRACTING LAW14

SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS19

SAMPLE CONTRACT20

PERFORMANCE BOND23

PAYMENT BOND1

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 Request for Quotations. The City is not responsible for late or mishandled delivery. NO bids/quotes will be taken in person.

If contractor obtains these documents by means of a website or copied from a Plan Center, it is the responsibility of the contractor to check for any addenda to this contract prior to bid opening. To be notified of addenda, contractor may call 541-917-7778 and request to be added to the Plan Holder's list. Failure to acknowledge addenda in the designated Proposal location could result in the disqualification of your bid.

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

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

- Request for Quotation – *using City-provided form with no alterations*
- Signed Proposal - *with all applicable blanks completed*
- Employee Drug Testing Certification
- Addenda Acknowledgement (acknowledge on Proposal if addenda have been issued)
- Evidence of Insurance – *meeting City requirements*

Submitted with the bid or 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
REQUEST FOR QUOTATIONS

Category of Bid: Construction
Bids due at 2:00 p.m., Wednesday, February 16, 2022

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

Park Maintenance Building Roof Replacement

This project includes replacement of roofs on the Park Maintenance shop and storage buildings located at 3650 Dogwood Avenue SE, Albany, Oregon.

Bids must be submitted to procurement@cityofalbany.net **not later than 2:00 p.m., Wednesday, February 16, 2022**. 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: **Park Maintenance Building Roof Replacement**. 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).

All who are known by the City of Albany to have received a complete set of the bid documents will receive notification when there are changes by addenda. Please call 541-917-7778 to be added to the Plan Holder's list. For project information, contact Rick Barnett at rick.barnett@cityofalbany.net, or phone 541-917-7763.

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

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

No bid 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.

DATED this 2nd day of February 2022.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator



QUOTATION FORM

FOR

Park Maintenance Building Roof Replacements

February 2, 2022

City of Albany
Parks & Recreation Department
333 Broadalbin Street SW
Albany, OR 97321
Contact: Rick Barnett

For submittal instructions, see the Special Provisions section of this Request for Quotation.

Responses will not be accepted later than 2:00 p.m. (Pacific Time), Wednesday, February 16, 2022.

***NOTE: Substitute offers must be approved prior to submitting this Quotation and must be submitted to Rick Barnett at rick.barnett@cityofalbany.net.*

Contractor: _____

Phone: _____
Fax: _____

All Quotes are valid for 120 days.

Item	Quantity	Unit of Measure	Item Description	Total Amount in US \$
1	1	LS	Park Maintenance Shop and Storage Buildings Roof Replacement	

TOTAL BID PRICE	\$
------------------------	-----------

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

The following terms are considered interchangeable as being one of the same throughout this Request for Quotation:

- Bidder or Contractor
- Bid, quote, or quotation
- Request for Quotation, RFQ, or Contract Documents

PROPOSAL

To the Honorable Mayor and City Council
Albany, Oregon 97321

CONTRACTOR'S DECLARATION AND UNDERSTANDING

The undersigned Contractor declares the Request for Quotation (RFQ) have been carefully examined; the site has been personally inspected; 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 this RFQ; and the Contractor's quotation is made according to the provisions and under the terms of this RFQ.

The Contractor further declares that the only persons or parties interested in this Quotation are those named herein; that this Quotation 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 Contractor's quote is made without any connection or collusion with any person submitting another quote for this Request for Quotation.

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

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 Project Manager, Owner, and other sources in arriving at these conclusions have been utilized.

The Contractor covenants and agrees to comply with all the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A through C, as though each obligation or condition were set forth fully herein. In addition, the Contractor agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question.

By submitting a quote, the Contractor 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 quotes, the Contractor specifically certifies, under penalty of perjury, that he/she has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

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

CONTRACT EXECUTION

The Contractor agrees that if this Quote 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 RFQ 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 Contractor shall fail to complete and return the W-9 to the City, payment to the Contractor may be delayed, or the City may, in its discretion, terminate the Contract.
- 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 Direct Payment Authorization form, 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).
- 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*. Insurance shall meet the requirements specified, and Contractor shall maintain adequate insurance and be in compliance with these requirements during the duration of the project. **Contractor must submit evidence of insurance with their quotation that meets the insurance listed in the *Standard Construction Specifications* and listed below.**
- Coverage must be at least as broad as:
 1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
 2. **Automobile Liability:** Insurance Services Office (ISO) form CA 0001, providing Garage Liability coverage for City vehicles driven while in service with Contractor.
 3. **Workers' Compensation:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
- Contractor must maintain limits no less than:
 1. **Commercial General Liability** \$2,000,000 Each Occurrence
\$2,000,000 Personal Injury
\$3,000,000 General Aggregate
\$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis".

2. **Automobile Liability:** \$2,000,000 Per Occurrence
3. **Employers Liability:** \$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee

ADDENDA ACKNOWLEDGEMENT:

No(s). ___ Dated _____ No(s). ___ Dated _____ No(s)___ Dated _____

START OF CONSTRUCTION AND CONTRACT COMPLETION DATE

If awarded this contract, the Contractor agrees to complete all work before July 1, 2022.

LIQUIDATED DAMAGES

In the event the Contractor 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*.

LUMP SUM OR UNIT PRICE WORK

The Contractor shall accept as full payment for the work proposed herein the amounts computed under the provisions of this Request for Quotations and based on the 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, insurance, bonds, and profit for each type and unit of work called for in this Request for Quotations.

ACCEPTED AND ACKNOWLEDGED BY:

Bidder's Signature

Company Name *(please print)*

Bidder's Name *(please print)*

Mailing Address *(please print)*

CCB License Number

Bidder's Title *(please print)*

City, State Zip

Federal Tax ID
Number

Telephone
No.: _____

Fax
No.: _____

Email: _____

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) _____.

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 _____ 2022.

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 _____ 2022.

name of corporation

By: _____

Name _____

: _____

(please print name)

Title: _____

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, **Park Maintenance Building Roof Replacements**, 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: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Park Maintenance Building Roof Replacements

BID CLOSING DATE: February 16, 2022 **TIME:** 2:00 p.m.

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

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

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

Failure to submit this signed form by the disclosure deadline will result in a non-responsive bid.
 A non-responsive 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.

SECTION I – SPECIAL PROVISIONS

DESCRIPTION OF WORK

The City of Albany is requesting quotes to replace roofs on the Park Maintenance Shop and Storage Buildings located at 3650 Dogwood Avenue SE, Albany, Oregon.

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 provisions of the *Standard Construction Specifications* for the City of Albany, the Project details and plans, and these Special Provisions.

PROJECT LOCATION & SITE CONDITIONS

The project includes removing existing shingles, repairing any damage to subsurface and replacing roof on both park maintenance buildings with same style as existing roofs. Specify Malarky "Vista AR", Owens Corning "Duration" or similar shingles.

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.

ESTIMATED SCHEDULE

The City anticipates the following general timeline for receiving bids, selecting a contractor, and completing the work. The timeline listed below may be changed if it is in the City's best interest to do so. The City is giving the contractor until July 1, 2022, to complete the project. Project may be started any time after bid award and notice to proceed has been issued. The intent is to give contractor flexibility to work the project into their schedule. Once started, the project should be completed within a week.

STANDARD CONSTRUCTION SPECIFICATIONS

Each Contractor submitting a quote 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 purchase a printed set for \$100. Quoted prices shall reflect these specifications. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications.

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 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 has the right to reject all quotes 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 other applicable law, and may reject any and all quotes in whole or in part when the cancellation or rejection upon a finding of the City it is in the public interest to do so.

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

Failure to submit the list of subcontractors 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.

WORKING HOURS

Working hours shall be 7:00 a.m. to 6:00 p.m., Monday through Friday. The Contractor will not be responsible for any City inspection costs related to work performed during these working hours or any special working hours required in the Contract Documents. Work outside of these days and times may be approved at the sole discretion of the Project Manager. The Contractor must provide the Project Manager a minimum of 72-hours advance notice prior to any work outside of normal working hours to allow the City to arrange for project inspection.

START OF CONSTRUCTION, CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

Once the Notice to Proceed is issued, all work by the Contractor shall be completed **no later than July 1, 2022.** the ultimate completion date, to complete all work specified, in every respect in the contract documents. Any additional work must be authorized by a properly executed field directive signed by the project manager prior to commencement of the work.

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.*

WORK ON PRIVATE PROPERTY AND PERMITS

Contractor will be responsible to acquire all required permits for work to be done for this project. Contractor must obtain an electrical permit. Contractor must obtain permits from the Building Department at City Hall, 333 Broadalbin Street SW, Albany, Oregon, or via the City's website, at www.cityofalbany.net. Payment for obtaining permits will be considered incidental to the appropriate bid items.

PROJECT SCHEDULE

A detailed Project Schedule of all work relating to this project shall be submitted to the Project Manager, Pete Shelby at pete.shelby@cityofalbany.net prior to 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.

PRECONSTRUCTION CONFERENCE

A preconstruction meeting will be required and will be held virtually. The meeting will be scheduled to take place a minimum of one week prior to beginning of construction. The Contractor must submit the following submittals prior to the preconstruction conference: Project Schedule

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.

PAYMENT

Payment for this project will be by a single, lump-sum payment. Payment by the City of Albany will be payment in full for all labor, tools, materials, and equipment necessary to complete the work.

SECTION II: STATE AND FEDERAL CONTRACTING LAW

PREVAILING WAGES

All the provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract if over \$50,000 with the City of Albany shall be complied with.

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

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

Each year the Oregon Bureau of Labor and Industries (BOLI) publishes rates and amendments that are available by calling 971-673-0839 or online at the BOLI website at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

The publication that applies to this contract is the January 1, 2022, Prevailing Wage Rates for Public Works Contracts in Oregon.

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

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

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.pdf>.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 Park Maintenance Shop and Storage Buildings Roof Replacement

See *Standard Construction Specifications*, Section 201.

Remove existing roofing on park maintenance shop and storage buildings, repair underlayment if needed, replace roofing with same style as existing roof materials: Specify Malarkey "Vista AR", Owens Corning "Duration" or similar shingles upon approval by Project Manager or designee.

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.

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 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.

The 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).

The 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 unless such employers are exempt under ORS 656.126.

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.

Contractor must certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any 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.

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

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 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:

CITY OF ALBANY, OREGON:

DATE: _____

DATE: _____

By: _____

By: _____

Kim Lyddane, Parks & Recreation Director

Title: _____

By: _____

Title: _____

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

Construction Contractor's Board License Number

Taxpayer
Identification No.: _____

Telephone
No.: () _____

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 _____ 2022.

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 _____ 2022.

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