



# ALBANY REVITALIZATION AGENCY

COA-ITB # 221020

REVISED 11-09-22

## CONTRACT DOCUMENTS

FOR

## DEMOLITION OF BUILDING

## 300 WEST FIRST STREET

**Issue Date:** Monday, October 17, 2022

**Due Date:** Tuesday, ~~November 8, 2022~~, November 15, 2022, 2:30 p.m.

**City Manager** ..... **Peter Troedsson**  
**Economic Development Manager**..... **Seth Sherry**  
**Economic Development Coordinator**.....**Sophie Dykast**  
**Purchasing Coordinator** ..... **Diane Murzynski, CPP, CPPO**

For more information on this project,  
email [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).

**ALBANY REVITALIZATION AGENCY & CITY OF ALBANY, OREGON**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....1

BIDDER’S SUBMITTAL CHECKLIST .....2

INVITATION TO BID.....3

PROPOSAL.....4

SCHEDULE OF CONTRACT PRICES – REVISED 11-09-22.....7

BID BOND .....8

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION.....9

FIRST-TIER SUBCONTRACTOR DISCLOSURE.....10

SAMPLE CONTRACT .....11

PERFORMANCE BOND.....13

PAYMENT BOND.....15

RETAINAGE ELECTION .....17

SPECIAL PROVISIONS.....18

    SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS .....18

    SECTION II: STATE AND FEDERAL CONTRACTING LAW.....24

    SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS – REVISED 11-09-22 .....28

ATTACHMENT A – DEFINITIONS .....30

EXHIBIT A – RESPONSIBILITY CERTIFICATION .....32

EXHIBIT B – INSURANCE REQUIREMENTS .....33

LIST OF APPENDICES – REVISED 11-09-22 .....35

## 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 [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net) and request to be added to the Plan Holder's list.

Failure to acknowledge any signed addenda 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 [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 Testing Program Certification
- Responsibility Certification
- Insurance Requirements
- 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, OREGON, AND ALBANY REVITALIZATION AGENCY  
INVITATION TO BID**

**DEMOLITION OF BUILDING – 300 WEST FIRST STREET**

**Cost Estimate: \$150,000**

**Bids due at 2:30 p.m., Tuesday, ~~November 8, 2022~~ November 15, 2022**

The City of Albany, Oregon, and the Albany Revitalization Agency (ARA) hereby extend an invitation to submit bids for:

**Demolition of Building:** This contract is for the demolition of an existing 10,948 square-foot structure at 300 West First Street in Albany, Oregon (Wells Fargo), the adjacent carport, ~~drive-through area~~, and related ~~work and appurtenances~~.

A **Mandatory Pre-bid Meeting/Site Visit** will be held **Tuesday, October 25, 2022, at 9:00 a.m.** on site at 300 West First Street, (formerly Wells Fargo) Albany, Oregon. Contractors should use the First Street entrance door and must sign-in with staff to be eligible to bid the Project.

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, ~~November 8, 2022~~ November 15, 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 name as follows: **Demolition of Building, ITB #221020**. 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> and may be reviewed in the Finance department at Albany City Hall. 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 [contracts@cityofalbany.net](mailto:contracts@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 questions or clarifications regarding the Project, email [contracts@cityofalbany.net](mailto:contracts@cityofalbany.net).

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 if the Project is prevailing wage rate applicable. 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 Albany Revitalization Agency and 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 17TH DAY OF OCTOBER 2022.

Handwritten signature of Diane M. Murzynski in cursive.

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Daily Journal of Commerce, on Monday, October 17, 2022  
Albany Democrat-Herald, on Monday, October 17, 2022

## PROPOSAL

To the Honorable Mayor, City Council, and Albany Revitalization Agency  
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, if the project is applicable to prevailing wage rates.**

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 Project Manager, 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* and included herein.

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.

ANTICIPATED PROJECT SCHEDULE

This schedule is subject to change.

Advertise ITB	October 17, 2022
Mandatory Pre-bid/Onsite Meeting	October 25, 2022, 9:00 a.m.
Last Date for Questions	November 9, 2022, at 12:00 p.m.
Last Date for Addenda	November 10, 2022, at 12:00 p.m.
Bids Due	<del>November 8, 2022</del> , November 15, 2022, 2:30 p.m.
ARA Approval Notice of Award	<del>November 16, 2022</del> TBD
Contract Execution	December 4, 2022
Ultimate Project Completion	June 30, 2023

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 copy of 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 \_\_\_\_\_ 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: \_\_\_\_\_

**SCHEDULE OF CONTRACT PRICES – REVISED 11-09-22**

ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
1	Base Bid - Demolition of existing building to two feet below ground level, demolish existing carport, and related work and appurtenances.	1	LS		
<b>SUM OF EXTENDED TOTALS – BASE BID</b>					

ITEM NO.	ADDITIVE BID ALTERNATE	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
2	Alternate 1 – Extend Demolition to Native Subgrade	1	LS		
<b>SUM OF EXTENDED TOTALS – BASE BID + ALTERNATE 1</b>					

All Items must be bid to be responsive.

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

_____	_____	_____
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/its Bid Proposal for **Demolition of Building – 300 West First Street**, 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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

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

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

Attorney in Fact

**EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION**

**ORS 279C.505 (2)** requires bidders shall demonstrate and disclose to the Albany Revitalization Agency and the City of Albany they have 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 **Demolition of Building – 300 West First Street**, he/she has an employee drug testing program in place that is consistent with, and satisfies the intent of, the legislation referenced above.

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

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

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

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE**

**PROJECT NAME:** Demolition of Building – 300 West First Street **BID NUMBER:** ITB # 221020

**BID CLOSING DATE:** Tuesday, ~~November 8, 2022~~; November 15, 2022 **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, Oregon, a municipal corporation, and the Albany Revitalization Agency, an Agency of the City of Albany, hereinafter referred to as “City” and “ARA”, respectively, and <<CONTRACTOR>>, referred to as “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 Project Manager 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.

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.

The 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 state, federal, or local department or agency.

The Contractor must agree to abide by all applicable federal requirements for procurement, as defined in 2 CFR Part 200 and Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards, if any federal funds are used for the Project.

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, or if the project has been determined not an eligible project for prevailing wages. 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 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 \_\_\_\_\_

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

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

**ALBANY REVITALIZATION AGENCY  
ALBANY, OREGON:**

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

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

Peter Troedsson, City Manager

Approved As To Form:

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

M. Sean Kidd, City Attorney

## PERFORMANCE BOND

BOND NUMBER: \_\_\_\_\_

TOTAL BID AMOUNT: \$ \_\_\_\_\_

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

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

NOW, THEREFORE, if CONTRACTOR 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 or if the project has been determined ineligible for prevailing wages; 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

**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 ITB # 221020 \_\_\_\_\_

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

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

## SPECIAL PROVISIONS

### SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

#### I-1. DESCRIPTION OF WORK

This contract is for the demolition of an existing 10,948 square-foot structure at 300 West First Street in Albany, Oregon (Wells Fargo), the ~~drive-through area and adjacent~~ carport, and related work and appurtenances. All miscellaneous debris and office/building related materials remaining on site, or in the building, shall be disposed of in a sustainable manner by Contractor. See Appendix E for the Property Demolition Plan.

The site shall be backfilled and compacted based on the recommendations of an Oregon licensed geotechnical engineer and must comply with the Oregon Building Code for a future building pad. The Contractor shall obtain a geotechnical engineer to provide recommendations to fill the basement area.

~~The intent is to provide a site with a building pad for shallow foundations and not for a design that incorporates a basement or the need for a deep foundation.~~

This project is being conducted in accordance with ORS 279C.335. Construction must be in conformance with the current edition of the City of Albany Standard Construction Specifications, the Construction Drawings, and these Special Provisions. ~~No federal funds will be used for this project.~~

#### I-2. SITE CONDITIONS

The property is in historic downtown Albany in close proximity to local businesses, downtown residences, and downtown business parking. The building is located at 300 West First Street and described as the eastern section of Map 11S-03W-06CC, Tax Lot 6900. Location of water and sewer utility services are indicated on the Property Location Map. See Appendix A – Property Location Map and Appendix G – Vicinity Map.

~~To the west of the building, located on the same Tax Lot, is a parking lot currently being leased to downtown businesses. The City will plan and coordinate with the downtown agencies/residents to ensure the parking lot is available to the Contractor and subcontractors during the Project Schedule to stage equipment, etc. at this location.~~

~~Scheduled and potential events during the projected Project Schedule that may increase pedestrian and traffic flow and impact the downtown area have been provided as Appendix H.~~

The building currently contains a few historical items that will be donated to the Albany Regional Museum prior to the start of demolition processes. Remaining surplus property items will be advertised using a public auction site for sale prior to demolition. Coordination of efforts will be made with the recipient(s) for surplus property disassembly, distribution, and transportation. City may require Contractor's assistance to remove large items currently affixed to the building. ~~See Appendix I for photos of items that will require Contractor to detach from the building or wall for removal.~~ Other items, scrap, and unusable office and building related materials remaining must be disposed of by Contractor in a sustainable manner. ~~No debris or building related materials may be left on site or in the ground.~~ Contractor must comply with construction and demolition debris and yard waste materials outlined in ORS 279C.510 and abide by ORS 279C.525 regarding environmental pollution.

The building was constructed in 1914 and renovated in 1974. Historical maps can be found in Appendix D – Old Photos of Building and Appendix C – Environmental Site Assessment. The current structure may contain a time capsule in the cornerstone of the building dated back to construction of the First National Bank. City and historic stakeholders are exploring the location of the time capsule with the intent of removal prior to demolition. City may require Contractor's assistance for removal or extraction of the object. ~~A newspaper article of the Time Capsule is provided as Appendix J.~~

The current building is a three-story structure of which two floors consists of 10,948 square feet and an additional 4,700 square foot unfinished basement. Adjacent to the building is a driveway into the drive though area and an existing carport. The layouts of the building floor plans are available as Appendix F.

An Environmental Site Assessment has been conducted and the Assessment and the Hazardous Materials Survey Reports are provided as Appendices B and C, respectively. Contractor must abate any hazardous materials, i.e., asbestos and lead paint, as noted in the reports in a manner that complies with all State, federal, and local hazardous materials rules, requirements, and Codes.

The adjacent parking lot to the west and the alley on the south IS NOT included in this Project and must be protected.

### **I-3. MANDATORY PRE-BID MEETING/SITE VISIT**

In order to be considered as a prime contractor for this project, a representative of the Contractor must attend the Mandatory Pre-bid Meeting/Site Visit to be held on Tuesday, October 25, 2022, at 9:00 a.m. on site at 300 West First Street, Albany, Oregon (Wells Fargo Building). Contractors and interested subcontractors shall meet City staff at the First Street entrance and then be escorted into the facility before the meeting begins. A sign-in sheet will be passed around at the meeting and only those prime contractors on the list will be able to bid the project. Parking is available along First Street and on the west side of the adjacent parking lot. A Project Location Map is included as Appendix A.

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, 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 base bid amount, or the lowest total of the base bid plus Alternate 1, as determined by the City of Albany, and on the City's sole and absolute judgment to best serve its interest. A Responsibility Certification is required to be submitted with each bid.

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

List of Subcontractors. Contractor is required to submit a list of subcontractors in accordance with ORS 279C.370. 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.dbe.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.

## **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 may begin work as soon as weather and scheduling permits.

Regardless of the actual construction start date, all work specified in the contract documents must be completed, in every respect, by **June 30, 2023**, 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
- Traffic Control Plan
- Erosion and Sediment Control Plan

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

A detailed construction schedule of all work relating to this project must be submitted in advance by email to the Project Manager Seth Sherry at [seth.sherry@cityofalbany.net](mailto:seth.sherry@cityofalbany.net) and Sophie Dykast at [sophie.dykast@cityofalbany.net](mailto:sophie.dykast@cityofalbany.net) for discussion and coordination 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. TEMPORARY TRAFFIC CONTROL**

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

Construction operations must be conducted in a manner that will provide for uninterrupted movement of traffic on all public and private roadways within the construction area. At a minimum, Contractor must maintain one lane of traffic in each direction or provide flaggers to control alternating traffic through a single lane. Temporary ramps must be installed and maintained at intersections and driveways for the duration of the project. At no time shall the flow of traffic be stopped completely without the approval of the Project Manager. Approval for short-term, temporary closures or detours, if given, will be limited to a specific instance and will not be approved as standard practice.

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

Contractor must submit traffic control plans to the Project Manager for review one week prior to commencing construction. The traffic control plan must include a description of the traffic control devices, signing, and flaggers that are to be provided. Work must not begin until the City approves the traffic control plans. Following approval, the plan must be adhered to at all times.

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

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

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

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

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

**I-10. NOTIFICATIONS**

Contractor must provide written notice to the front office of the following agencies, at least three (3) working days in advance of beginning construction. The written notice must include the construction schedule and must explain the extent and duration of expected traffic disruptions.

City will notify downtown property owners adjacent to the project to ensure interested parties are made aware in a timely manner of construction activities that may impact business. Coordination of schedules must be made to allow for 30-day notifications to businesses. Contractor shall work around and coordinate construction with scheduled events.

Agency contact information may be found in the table below.

<u>Agency</u>	<u>Address</u>	<u>Phone Number</u>
Albany Downtown Association/Lisa Grato	126 Ferry Street SW Albany, OR 97321	541-928-2469
Albany ParkWise/Lisa Grato	126 Ferry Street SW Albany, OR 97321	541-928-2469
U.S. Postal Service	525 Second Avenue SW, Albany, OR 97321	541-926-8829
Albany Transit System	112 Tenth Avenue SW, Albany, OR 97321	541-917-7667
Republic Services	1214 Montgomery Street SE, Albany, OR 97321	541-928-2551
Albany Fire Department Administrative Office	611 Lyon Street SE, Albany, OR 97321	541-917-7700
Albany Police Department	2600 Pacific Boulevard SW, Albany, OR 97322	541-971-7680
Linn County Sheriff’s Office	1115 Jackson Street SE, Albany, OR 97322	541-967-3950

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

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

#### **I-11. ENTERING AND WORKING WITHIN CONFINED SPACES**

Contractors working on any public improvement project, while under contract with the City or a private entity, 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.

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

#### **I-12. WORK ON PRIVATE PROPERTY**

Permits will be required for all demolition work on this project. 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-13. 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-14. UTILITY COORDINATION**

Contractor must coordinate with the City project manager for any work required around city services and franchise utility companies. No additional contract time will be allowed for delays resulting from a lack of coordination with utilities.

The project manager for the City will contact the Public Works Utility Billing department to schedule city utility (water, sewer, and storm drain service) disconnections a minimum of three business days prior to Contractor's scheduled demolition work.

Contractor will be responsible for electrical, gas, and phone utility disconnections currently connected to the structure.

Franchise Utility contacts for this project are provided below:

<b>Utility</b>	<b>Contact</b>	<b>Telephone</b>	<b>Email</b>
Pacific Power	Tucker Hill	541-967-6161	<a href="mailto:tucker.hill@pacificorp.com">tucker.hill@pacificorp.com</a>
NW Natural	Dave Bellinger	541-926-4253 x8238	<a href="mailto:d6b@nwnatural.com">d6b@nwnatural.com</a>
CenturyLink	Travis Vaughn	503-365-5555	<a href="mailto:travis.vaughn@lumin.com">travis.vaughn@lumin.com</a>

Comcast	Chris Cranford	503-476-2477	<a href="mailto:Chris_Cranford@comcast.com">Chris_Cranford@comcast.com</a>
LS Networks	Dan McGraw	503-349-9134	<a href="mailto:osp@LSNetworks.net">osp@LSNetworks.net</a>

#### **I-15. REPAIR OF EXISTING UNDERGROUND UTILITIES**

City-owned, underground infrastructure damaged during construction must be repaired as directed by the Project Manager. All completed repair work will require approval of the Project Manager 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-16. SECURE SITE WITH FENCING AND FILL PERMIT**

The Contractor shall provide and maintain perimeter construction fencing to secure the site during demolition work. After working hours, construction equipment must be parked outside traveled portions of the roadways and must be isolated with construction fencing and lighted barricades.

A fill permit will be required to deposit excavated materials, in excess of 50 cubic yards at any one tax lot, from this project regardless of whether the site is publicly or privately owned. For property located within the city limits, fill permits may be obtained from the Public Works Department at City Hall, 333 Broadalbin Street SW, Albany, Oregon.

#### **I-17. WATER SUPPLY**

Should Contractor need water on site, a hydrant meter will be required. Contractor must contact the Public Works Utility Billing department and complete an application for a hydrant meter to be installed approximately seven business days prior to the anticipated work, if needed. Payment for obtaining a meter will be considered incidental to bid items.

#### **I-18. 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 Project Manager. 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."

#### **I-19. CULTURALLY SIGNIFICANT ARTIFACTS**

If Contractor uncovers potential artifacts during demolition that could be deemed as culturally significant artifacts by the State Historic Preservation Office, Contractor must cease operations and contract City Project Manager and SHPO.



## SECTION II: STATE AND FEDERAL CONTRACTING LAW

### II-1. PREVAILING WAGES

Prevailing Wage Rates will NOT be applicable to this Project due to the fact that there are no current, definite plans or drawings, at this time, for construction, reconstruction, renovation, or painting. As a result, the project does not conform to a Prevailing Wage Rates and will not apply to this Project.

~~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, if applicable, 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.~~

~~**Demolition of Building—300 West First Street 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 971-353-2286 or online at the BOLI website at:~~

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

~~**The publication that applies to this contract is the July 1, 2022, Prevailing Wage Rates for Public Works Contracts in Oregon, along with the October 1, 2022, 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, or emerging small business enterprises 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), and Emerging Small Business (ESB) certifications (collectively known as MWESBs), 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 upon award of contract.**

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** 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 – REVISED 11-09-22

#### Item No. 1 – Base Bid – Demolition of the existing structure at 300 West First Street, (Wells Fargo Building) and related work:

See *Standard Construction Specifications, and Demolition Plan – Appendix E.*

This item includes work related to the existing 10,948 square-foot structure and removal of the carport ~~and concrete drive through area adjacent to the structure~~ and all related work and appurtenances. The base bid requires the existing building be removed to a depth of two (2) feet below ground level and includes the removal of fixed structural and nonstructural elements such as walls, columns, floors, ceilings, etc. to the two-foot depth.

This project includes, but is not limited to, the following items of work:

- The Contractor shall obtain all applicable permits such as a Building Demolition Permit from the Building department, including the Erosion Prevention and Sediment Control (EPSC) Permit.
- The Contractor will be responsible for implementing and maintaining the measures associated with the Erosion Prevention and Sediment Control Permit. Contractor must submit an EPSC plan at the preconstruction conference for approval by the Project Manager. This plan must include measures to achieve the followings goals:
  - Prevent the erosion of exposed soils by wind or rain
  - Prevent sediment-laden waters from running onto streets, or into storm drains, ditches, drainage features, wetlands, creeks, streams, lakes, or rivers
  - Maintain clean street and sidewalk surfaces
  - Quickly respond to rainfall events with additional measures as needed

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

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

- The Contractor shall remove and properly/legally dispose of any and all hazardous materials identified as provided in Appendix B – Hazardous Materials Survey Report prepared by TRC Environmental Corporation. This shall include all work involved in the proper removal and disposal of these potentially hazardous materials in compliance with all federal, State, and local rules, regulations, and Code, specifically ORS 279C.510 that requires the Contractor to salvage or recycle construction and demolition debris, if feasible and cost effective.
- The Contractor is responsible for utility disconnections for electrical, gas, and phone; and to coordinate with the City Project Manager for utility disconnection for water, sewer, and storm water, currently connected to the structure. Removal and legal disposal of utility conduit, cabinets, and fixtures shall be considered incidental to this bid item.
- The Contractor shall obtain a geotechnical engineer to provide recommendations to fill the basement area. The site shall be backfilled and compacted based on the recommendations of an Oregon licensed geotechnical engineer and must be in compliance with the Oregon Building Code for a future building pad.
  - A final geotechnical report shall be provided to the City's Project Manager demonstrating the site has been graded and compacted to support shallow foundations with a minimum soil bearing capacity of 3,000 PSI.

- ~~○ Concrete slabs within the building, including the basement and foundation walls and footings, may require removal or shall be repurposed on site at the discretion of the geotechnical engineer and City Project Manager.~~
- Once the structure is removed, the site shall be stabilized in compliance with the City EPSC Program.
- The Contractor shall provide and maintain perimeter construction fencing to secure the site and protect the adjacent sidewalks, fixtures, light poles, trees, and alleyway during demolition work.
- All miscellaneous debris and office/building related materials remaining onsite at the time of demolition shall be disposed of in a sustainable manner by Contractor. **No building debris may be left on site or in the ground.**
- All work shall be completed by June 30, 2023.
- All work must be in compliance with the City of Albany ***Standard Construction Specifications***.

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

**Item 2 – Alternate 1 – Extend Demolition to Native Subgrade.**

*See Standard Construction Specifications*

This item includes work required to remove the entire building beyond the 2-foot depth as outlined in Bid Item 1. Work includes removal of all structural and nonstructural elements such as walls, floors, footings, slabs to native subgrade. All work must comply with conditions and requirements outlined in Bid Item 1. Provision and installation of additional engineered fill shall be per Bid Item 1.

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.

## ATTACHMENT A – DEFINITIONS

The following definitions are as used in these contract documents, except where the context otherwise clearly requires.

CITY, OWNER means the City of Albany, Oregon.

CITY'S REPRESENTATIVE or DESIGNEE, or CONTRACT ADMINISTRATOR means the person or persons designated by the City to administer this contract and monitor compliance hereunder.

COBID means Certification Office for Business Inclusion and Diversity.

COMPLETED WORK means all meetings conducted, minutes prepared and approved, exercise completed, after-action reports and improvement reports prepared and approved, and final bill submitted to and received by the City of Albany.

CONTRACT DOCUMENTS mean all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Proposals, Personal Service Agreement, Scope of Services, Proposal Certifications, Statement for Corporation or Independent Contractor, Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, Cost Proposal, Proposal Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT, VENDOR, SUPPLIER, FIRM, COMPANY means the person or business that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DBE means Disadvantaged Business Enterprise. Disadvantaged Business Enterprises include small businesses that are at least 51% owned by Minorities: Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Subcontinent Asian Americans; Women; and Other individuals on a case-by-case basis.

DEI means Diversity, Equity, and Inclusion. Diversity is the presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, disability, age, religious commitment, or political perspective.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM includes firms that are certified as a DBE from the Certification Office for Business Inclusion and Diversity, or COBID.

EROSION PREVENTION AND SEDIMENT CONTROL means EPSC.

FOIA means Freedom of Information Act.

IMPLEMENT, IMPLEMENTED, IMPLEMENTATION means the complete fulfillment of processes including installation, configuration, data conversion and migration, third-party interfaces and applications, testing, user training, delivery of documentation and project services, and technical issue resolution that are required to be completed prior to utilizing the system in a production environment in the capacity for which it was purchased.

MWESB means Minority-owned, Women-owned, or Emerging Small Business.

OAR means Oregon Administrative Rules.

OHA means Oregon Health Authority.

ORS means Oregon Revised Statutes.

OSHA means Occupational Safety and Health Administration.

PROTECTED CLASS means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

RESPONSIBLE PROPOSER means a person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 and that has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575. When used alone, Responsible means meeting the aforementioned standards and is also defined in ORS 279B.110.

RESPONSIVE PROPOSAL means an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

SAFETY DATA SHEET (SDS), formerly called Material Safety Data Sheets, is a detailed informational document prepared by the manufacturer or importer of a hazardous chemical and are one of many tools used to evaluate chemical hazards, potential health effects, chemical make-up, storage, use, handling, safe work practices and emergency procedures related to chemicals. SDS are required by OSHA to be stored with chemicals for employees' access.

SPECIFICATIONS mean the directions, requirements, explanations, terms, and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

STATEMENT OF TIME means a period of time, unless stated as a number of City business days, will include Saturdays, Sundays, and holidays. The word "day" as used in this RFP document, and any resulting contract awarded as a result of this process, will constitute a calendar day of 24 hours measured from midnight to the next midnight.

STATEMENT OF WORK or SOW mean the formal document that defines the entire scope of the work involved for a vendor or contractor and clarifies deliverables, costs, and timeline, and provides direction on the specific services that the contractor is expected to perform by detailing the work activities and deliverables.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.



**EXHIBIT A – RESPONSIBILITY CERTIFICATION**

Failure to complete and sign this form may result in the rejection of the submitted offer. The Bidder will notify Purchasing within 30 days of any change in the information provided on this form.

**The Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:**

- Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state, or local entity, department or agency;
- Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, of local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
- Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

**The Bidder certifies to the best of its knowledge that:**

- The Contractor is registered with the Construction Contractors Board.
- Contractor can perform the work by the date(s) indicated in the Contract Term.
- Contractor has experience with similar projects and had a satisfactory record of performance.
- Contractor has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or can obtain the resources and expertise, necessary to meet all contractual responsibilities.
- Contractor is not listed on BOLI’s List of Ineligibles.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

EXHIBIT B – INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor’s expense the insurance noted below. Evidence of Insurance shall be provided with Bid Response. Coverages underlined AND marked with an “X” as “Required” are mandatory. Bidder shall not alter this form.

**Workers’ Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer’s Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers’ Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers’ Compensation coverage ORS 656.126.  Check this box if Contractor is exempt and provide qualified reason: \_\_\_\_\_

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees’ performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.** If coverage is on a claims-made basis, then either an extended reporting period of not less than **24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide Tail Coverage.**  
 If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Commercial General Liability** insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a “per project basis”.** A combination of primary and **Excess/Umbrella insurance** may be used to meet the required limits of insurance.  
 If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.** Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.  
 If this box is checked, the limits shall be \$1,000,000 per occurrence.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Pollution Liability** covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. **Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.**  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Cyber Liability – Technology Errors & Omissions, Network Information Security & Privacy Liability** for the duration of the contract and for the period of time in which Contractor (Business Associates or subcontractors) maintains, possesses, stores, or has access to City data. **Coverage must include limits of not less than \$5,000,000.**

- If this box is checked, the limits shall be \$2,000,000.  
 If this box is checked, the limits shall be \$5,000,000.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Excess or Umbrella Liability Insurance** – A combination of liability and excess or umbrella insurance may be used to meet the required limits of insurance required by City. Contractor must indicate such on the certificate of insurance or within the endorsements.

**Garage Keepers Legal Liability** – Coverage for vehicles and equipment left for service, repair, storage, or safekeeping. **Coverage must include \$250,000 combined single limit per location.**

- Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Sexual Abuse and Molestation** – If coverage is excluded under the Commercial General Liability policy, provide evidence of separate Sexual Abuse and Molestation Coverage. **Contractor must provide coverage of not less than \$1,000,000 per claim, incident or occurrence and \$2,000,000 in the aggregate.**

- Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

**Additional Insured** – City must be included by name as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. Endorsements must be provided.

**Description of Operations** shall state: "Project Name: The City of Albany, its officers, employees, and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions, and exclusions." A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

**Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321**

**Insurance Renewals** – Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@cityofalbany.net](mailto:insurance@cityofalbany.net).

**Contractor must certify they have the ability to provide the above insurance requirements.**

**Signature Block:**

Contractor's Acceptance: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

**LIST OF APPENDICES – REVISED 11-09-22**

Appendix A – Property Location Map

Appendix B – Hazardous Materials Survey Report

Appendix C – Environmental Site Assessment

Appendix D – Old Photos of Building

Appendix E – Property Demolition Plan

Appendix F – Building Floor Plan Layouts

Appendix G – Vicinity Map

Appendix H – Downtown Event Schedule

Appendix I – Photos of Surplus Property (Donation/Sale)

Appendix J – First National Bank Time Capsule Article