



# ALBANY REVITALIZATION AGENCY

An Agency of the City of Albany

## INVITATION TO BID CONTRACT DOCUMENTS FOR

### **Electric Vehicle Charging Project**

**Issue Date:** Thursday, December 3, 2020

**Due Date:** Thursday, December 17, 2020, 2:00 p.m. (Pacific Time)

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

**For more information on this project,  
contact Diane Murzynski at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net)**

**CITY OF ALBANY**

**Electric Vehicle Charging Project**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....1

BIDDER’S SUBMITTAL CHECKLIST .....2

INVITATION.....3

PROPOSAL.....5

SCHEDULE OF CONTRACT PRICES.....8

BID BOND .....11

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION.....12

SAMPLE CONTRACT .....13

PERFORMANCE BOND.....16

PAYMENT BOND.....18

SPECIAL PROVISIONS.....20

    SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS .....20

    SECTION II: STATE AND FEDERAL CONTRACTING LAW .....29

    SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS.....33

LIST OF APPENDICES .....38

    Attachment A - Statement of Experience and Qualifications

    Attachment B - Pacific Power Grant Information

    Attachment C - Project Location and Utility Map

    Attachment D - Certification of Insurance Requirements

    Attachment E – Non-Collusion and Conflict of Interest Certification

    Attachment F – Certification Statement for Corporations or Independent Contractor

    Attachment G – Bidder Representations and Certification Regarding Debarment, Suspension and Other  
        Responsibility Matters

## BIDDER'S SUBMITTAL CHECKLIST

Bids must be submitted by the designated closing time in the Invitation to Bid (ITB). In response to COVID-19, NO Bids will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.). The City is not responsible for late or mishandled delivery.

If contractor obtains these documents by means of a website or copied from a Plan Center, it is the responsibility of the contractor to check for any addendums to this contract prior to the bid opening. To be added to the Plan Holder's list, contractor may email [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net).

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

**All Bids must be submitted on City-provided forms that do not contain unauthorized alterations.** Bids must be received electronically in non-editable PDF format. The total size limit for each email submittal must be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, contact Diane Murzynski at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net) or 541-917-7522.

The following should be received to be considered responsive:

- Signed Proposal (*two pages*) - *with all applicable blanks completed*
- Completed Schedule of Contract Prices - *signed by an authorized representative of the company who can "execute bids"*
- Bid Bond – *using City-provided Bid Bond form with no alterations. **Copy submitted with bid and original must be submitted within seven days of bid closing.***
- Employee Drug Testing Certification form
- Signed Addenda (*if addenda have been issued*)
- Completed Statement of Experience & Qualifications Form (Attachment A)
- Copy of Electrical Contractor's License
- Copy of Installer Training and Certification (if applicable)
- Certification of Insurance Requirements (Attachment D)
- Non-Collusion and Conflict of Interest Certification (Attachment E)
- Certification Statement for Corporations or Independent Contractor (Attachment F)
- Bidder Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Attachment G)

**Other than what is listed above, it is not necessary to submit any additional pages with the Quotation. Submittals should not exceed 20 MB or Quotation response may result in non-delivery.**

CITY OF ALBANY, OREGON  
INVITATION TO BID (ITB)

Electric Vehicle Charging Project  
Total Project Estimate: \$62,300

Bids due by 2:00 p.m. (Pacific Time), Thursday, December 17, 2020

The City of Albany and the Albany Revitalization Agency (ARA) are seeking bids to oversee a new Electric Vehicle Charging Project in a public parking lot in downtown Albany, at 300 NW Water Avenue. The Bidder must be regularly engaged in the EVSE business with a minimum of three years of experience and must have the ability and experience in EVSE projects to provide complete turnkey installation.

The Contractor must bid Schedules A and B, or Schedules A and C listed below to be considered. Contractor may bid all three Schedules.

Schedule A (Base Bid): This project includes procuring and installing one new fully networked commercial grade Quick Charge Station, data collection and reporting software, electrical and infrastructure upgrades, a maintenance/management program, onsite vehicle testing, and related appurtenances.

Schedule B (Bid Alternate 1): This project includes procuring and installing one new fully networked commercial grade dual port Level Two Charge Station, data collection and reporting software, electrical and infrastructure upgrades, a maintenance/management program, onsite vehicle testing, and related appurtenances.

Schedule C (Bid Alternate 2): This project includes procuring and installing two new fully networked commercial grade single port Level Two Charging Stations, data collection and reporting software, electrical and infrastructure upgrades, a maintenance/management program, onsite vehicle testing, and related appurtenances.

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based upon the lowest total bid amount of either Schedule A, or Schedule A plus Schedule B (Bid Alternate 1), or Schedule A plus Schedule C (Bid Alternate 2) as determined by the City of Albany, and on the City's sole and absolute judgment to best serve its interest.

An optional pre-bid site visit will be held Wednesday, December 9, 2020, at 2:00 p.m., at the Water Avenue Parking Lot, 300 NW Water Avenue, Albany, Oregon. All attendees must confirm their intent to attend and limit attendance to one representative from each vendor firm. Contact Diane Murzynski at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net) to confirm attendance. In response to the COVID-19 virus, all attendees are required to wear face coverings and practice social distancing of six feet.

Bids must be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net) **not later than 2:00 p.m., (Pacific Time), Thursday, December 17, 2020**. 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: "Electric Vehicle Charging Project". 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 <http://www.cityofalbany.net/finance/purchasing/bids>.

Contract bid documents may be downloaded from the City of Albany website at <https://www.cityofalbany.net/finance/purchasing/bids>. In response to the COVID-19 virus, printed copies will not be provided. It is imperative those who download the contract bid documents check the website regularly for addenda, clarifications, and other pertinent notifications. To be added to the Plan Holder's list, contractor may email [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net).

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 shall reflect these specifications. For questions regarding this project

contact Diane Murzynski, CPPO, Purchasing Coordinator, at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net) or Sophie Dykast at [Sophie.dykast@cityofalbany.net](mailto:Sophie.dykast@cityofalbany.net).

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

**No bid will not be received or considered unless the bidder is licensed by the Construction Contractors Board for construction projects or licensed with the State Landscape Contractors Board for landscaping projects.**

A 10% bid bond, certified check, or cashier's check must accompany each bid on all projects and must be forfeited if the bidder fails to enter into a Contract with the City of Albany within 10 days after the date of the Notice of Award. A scanned copy must be submitted with the bid and the original must be received by the City via mail to the address listed in Section 1.2 within seven days.

DATED THIS 3RD DAY OF DECEMBER 2020.



Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: City Website on Thursday, December 3, 2020

## PROPOSAL

To the Honorable Mayor and City Council  
Albany, Oregon 97321

### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data which it believes pertinent from the 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. 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.

The Bidder further declares that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal or state department or agency.

### 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).
- Bidder 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 they could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. BIDDER 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 BIDDER'S participation.

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 as required in Attachment D.

START OF CONSTRUCTION AND CONTRACT COMPLETION DATE

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

LIQUIDATED DAMAGES

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

BID BOND

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

SURETY

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

LUMP SUM OR UNIT PRICE WORK

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

BIDDER

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

In accordance with ORS 279A.120, Bidder hereby declares that it (circle correct designation) is / is not a resident Bidder.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
*name of corporation*

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

Name: \_\_\_\_\_  
*(please print name)*

Title: \_\_\_\_\_



## SCHEDULE OF CONTRACT PRICES

Both Schedules must be bid to be considered responsive.

ITEM NO.	BID ITEMS	APPRO X. QUANTITY	UOM	UNIT PRICE US DOLLARS/CTS	TOTAL AMT. US DOLLARS/CTS
<b>Schedule A: Base Bid</b>					
A-1	Procure Commercial grade fully networked Direct Current Fast Charge Station, including related equipment, software, warranty, and shipping	1	LS		
A-2	Installation of electric vehicle supply equipment, electrical, conduit extension, striping, resurfacing, and site work	1	LS		
A-3	Initial Maintenance and Management Subscription (five-year term)	1	LS		
A-4	Commissioning, Onsite Training and Vehicle Power Testing	1	LS		
<b>Extended Sum of Total of Schedule A</b>					
<b>Schedule B: Bid Alternate 1</b>					
B-1	Procure fully networked dual port Level 2 Charge Station, including related equipment, software, warranty, and shipping	1	LS		
B-2	Installation of electric vehicle supply equipment, electrical, conduit extension, striping, resurfacing, and site work	1	LS		
B-3	Initial Maintenance and Management Subscription (five-year term)	1	LS		
B-4	Commissioning, Onsite Training and Vehicle Power Testing	1	LS		
<b>Extended Total of Schedule B</b>					
<b>Schedule C: Bid Alternate 2</b>					
C-1	Procure fully networked single port Level 2 Charge Station, including related equipment, software, warranty, and shipping	2	LS		
C-2	Installation of electric vehicle supply equipment, electrical, conduit extension, striping, resurfacing, and site work	1	LS		
C-3	Initial Maintenance and Management Subscription (five-year term)	1	LS		
C-4	Commissioning, Onsite Training and Vehicle Power Testing	1	LS		
<b>Extended Total of Schedule C</b>					
<b>Sum of Extended Totals Schedule A and Schedule B</b>					
<b>Sum of Extended Totals Schedule A and Schedule C</b>					

**NOTE: Totals are subject to change if addition or extensions are in error.**

If Contractor intends to bid more than one manufacturer's EVSE or another model of charging station, a complete and separate bid is required to be submitted for each of the different charging station(s) to be considered by the City.

**Contractors are required to include the following information with each bid. This information is needed to support the Grant funding requirements. Attach additional pages if needed.**

1. Provide manufacturer name, part number and specifications for the recommended charging stations; including if they are single or dual output and options for user payment methods. Provide size of conduit that will be installed to accommodate future upgrades.

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2. Provide detailed pricing for all materials and labor, including any and all applicable fees, to support the bid listed on the Schedule of Contract Prices to complete turnkey installation.

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3. Provide the anticipated lifespan for the recommended charging stations and the written warranty. Provide initial and extended warranty options and pricing for the EVSE (if applicable), and the network software.

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4. Provide detailed pricing for any and all upfront and ongoing network, software fees, and maintenance and management fees including any and all recurring and nonrecurring fees. (if applicable)

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5. If planned maintenance is required for each of the chargers, how often is it recommended and/or required? Provide an example of the labor, supplies, consumables, and cost of the planned maintenance to ensure the device will operate within the OEM's specifications.

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6. Explain why you are recommending these charging stations, software, and warranty. What benefits come with these choices?

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I hereby certify that the undersigned is authorized to represent the firm stated below and empowered to submit this bid response, and if selected agree to furnish all goods and services in accordance with the ITB Contract Documents. In addition, all City of Albany requirements, including insurance, have been reviewed and are incorporated in this quote.

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

**BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT OF BID: \$ \_\_\_\_\_

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his/her/its Bid Proposal for **Electric Vehicle Charging Project**, 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 will be void; if the PRINCIPAL fails to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

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

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

Attorney in Fact

**EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION**

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

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

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

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

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

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

## SAMPLE CONTRACT

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

### WITNESSETH:

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the applicable *Standard Construction Specifications*, the Special Specifications (aka Specifications, Special Provisions) found herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the 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 shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and shall not permit any lien or claim to be filed or prosecuted against the City.

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

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

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

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

The Contractor and its subcontractors, if any, agree to maintain compliance with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.

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

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

The Contractor understands that if the price of this Contract exceeds \$500,000, the City will deposit amounts withheld as retainage into an interest-bearing escrow account in a bank, savings bank, trust company, or savings association for the benefit of the City as outlined in ORS 279C.570(2), unless the Contractor elects an alternative in lieu of cash retainage, such as bonds, securities or other instruments, or a deposit of a surety bond. The Contractor shall receive interest on the retained moneys from the date the Contractor's related payment request is fully approved by the City until the date the retained moneys are paid by the City to the Contractor. Payment of retainage is deemed to be "paid" when the payment is transmitted to the Contractor.

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

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal. Said improvements shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, the City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages shall be retained out of any monies due or to become due under this agreement.

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

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

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

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 recordkeeping 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.

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

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

**CONTRACTOR:**

**CITY OF ALBANY, OREGON:**

Date:

Date:

By:

By:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Peter Troedsson, City Manager

By:

Title:

By:

Title:

Mailing  
Address:

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
M. Sean Kidd, City Attorney

Telephone:

Fax:

\_\_\_\_\_  
Email

\_\_\_\_\_  
Social Security No. or Tax ID No.

\_\_\_\_\_  
Construction Contractor's Board License No.

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



## PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

d) The said SURETY, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications

accompanying the same shall in any way affect its obligations of this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

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

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Telephone Number

Surety Witness:

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

\_\_\_\_\_  
Street/City Address

**PAYMENT BOND**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Telephone Number

Surety Witness:

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

\_\_\_\_\_  
Street/City Address

## SPECIAL PROVISIONS

### SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

#### I-1. BACKGROUND

Downtown Albany is reestablishing itself as a hub for vibrant life, work, and play. Electric vehicle (EV) charging infrastructure is becoming a key component of any bustling district. EV ownership is on a steady rise in Oregon, and several public charging locations have already been installed near major roads in Albany. However, as they are not in our downtown area, these stations do not promote tourism, pull visitors off the main travel routes, encourage local shopping and dining, or support market rate housing within the Albany downtown area. In keeping with the City of Albany's economic development objectives, Electric Vehicle Supply Equipment has the potential to attract new revenue to the community and promote local commerce. The community has directed leaders to pursue public space improvements that would serve as catalysts in attracting private sector rehabilitation, development interest, and reinvestment in Central Albany. EVSE would help meet City of Albany and CARA objectives of creating a unique and vibrant mixed-use core and enhancing public investment in the area.

Throughout this project, the selected contractor will help the City determine a cost-sharing strategy that promotes its goals. The City's economic development team has secured a grant from Pacific Power to cover up to 100 percent of eligible start-up costs. Beyond that, it is vital that ongoing network fees, warranty, maintenance, and operational costs are built into a fee model that can be borne by the user and eventually offset by local sponsorships.

#### I-2. SOLE POINT OF CONTACT

If you have any questions and/or need additional information, contact the following:

City of Albany  
Diane Murzynski, CPPO, CPPB  
Finance Department  
333 Broadalbin Street SW  
Albany, OR 97321  
[diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net)

#### I-3. DESCRIPTION OF WORK

The City of Albany and the ARA are seeking a qualified contractor who can oversee a new, public electric vehicle charging project working within the guidelines set by the Pacific Power Grant, Attachment B. The scope of work includes, but is not limited to, the procurement and installation of new fully networked commercial EVSE, related electric service upgrades and site preparation (includes trenching, striping, repairs/repaving, installation of bollards and signage), conduit extension for future growth and additional charging stations, software for data collection and reporting, staff training, and a maintenance and management program, and commissioning, including onsite vehicle testing. Attachment C - Project Location and Utilities Map depicts the proposed design for the EVSE installation, the location's existing utilities and the current parking lot layout.

Contractor will be responsible to structure user fees to prescribed City specifications. Fees should cover ongoing electricity, network, warranty, and maintenance costs to provide public charging.

This project will require installation of a new 208V 3 Phase, 400-amp CT rated, electric service to support the EV Charging Station(s). The Contractor must bid Schedules A and B, or Schedules A and C listed below to be considered. Contractor may bid all three Schedules.

Schedule A (Base Bid): This project includes procuring and installing one new fully networked commercial grade DC Quick Charge Station, data collection and reporting software, electrical and infrastructure upgrades, a maintenance/management program, onsite vehicle testing, and related appurtenances.

Schedule B (Bid Alternate 1): This project includes procuring and installing one new fully networked commercial grade dual port Level Two Charge Station, data collection and reporting software, electrical and infrastructure upgrades, a maintenance/management program, onsite vehicle testing, and related appurtenances.

Schedule C (Bid Alternate 2): This project includes procuring and installing two new fully networked commercial grade single port Level Two Charging Stations, data collection and reporting software, electrical and infrastructure upgrades, a maintenance/management program, onsite vehicle testing, and related appurtenances.

The entire project is limited to grant funding and has a not-to-exceed budget of \$62,300. The award from Pacific Power includes the acquisition and installation of one Fast Charge Station, and if budget permits an additional two, single port Level 2 Charge Stations or one, dual port Level 2 Charge Station.

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based upon the lowest total bid amount of either Schedule A, or Schedule A plus Schedule B (Bid Alternate 1), or Schedule A plus Schedule C (Bid Alternate 2), based on the available budget and as determined by the City's sole and absolute judgment to best serve its interest.

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the current edition of the City of Albany *Standard Construction Specifications*, the Construction Drawings, and these Special Provisions.

#### **I-4. PROJECT LOCATION**

The project includes the acquisition and installation of EV Charging Station(s) at 300 NW Water Avenue, Albany, Oregon and described as Map 11S-03W-06CC, Tax Lot 1800. The project requires charging station(s) to be installed in a public parking lot to serve the designated customer spaces identified on the Project Location and Utility map, Attachment C. The public lot is paved with trees within the vicinity and no landscaping.

The site currently provides parking to the public and rental parking to downtown business owners and employees. Ingress and egress to the parking lot should be made available to businesses as much as possible. Notification of project work must be provided to the Albany Downtown Association to allow for timely notification to rental space customers when and if parking or access will be restricted or inaccessible.

#### **I-5. EXISTING UTILITIES, ELECTRICAL SERVICE, AND CONCRETE PAD**

The City has conducted an onsite evaluation with Pacific Power to determine conduit and wiring requirements needed from the transformer to proposed "make-ready" parking spaces, identified power levels and suitable charger station locations, and diagrammed the existing underground utilities on Attachment C, Project Location and Utility Map.

This project will require installation of a new 208V 3 Phase, 400-amp CT rated, electric service to support the proposed EV Charging Station(s). The electrical utility findings by Pacific Power are noted below.

- There is sufficient electrical service available to the proposed charger location(s) to supply at least 1 DC Fast Charger and two (2) single port Level 2 Charge Stations or one (1) dual port Level 2 Charge Station.
- A 500 kVA utility transformer is adjacent to the proposed charger locations.
- The existing transformer is located on a concrete pad. The concrete pad may be repurposed and EVSE may be installed within the footprint of the pad. See Project Location and Utility Map, Attachment C.

#### **I-6. CONTRACTOR EXPERIENCE AND QUALIFICATIONS**

The Contractor must be regularly engaged in the EVSE business with a minimum of three years of experience and must have the ability and experience in EVSE projects to provide complete turnkey installation. Bidders must complete and submit Attachment A – Statement of Experience and Qualifications. Provide project examples preferably within the state of Oregon.

The Contractor must provide City with the installer's electrical license and Installer Training and Certification if manufacturer required for EVSE installation.

If your company is an authorized reseller, provide a letter written and signed by the manufacturer stating your company is an authorized reseller and/or installer of the manufacturer's EVSE.

## **I-7. ELECTRIC VEHICLE SUPPLY EQUIPMENT AND NETWORK REQUIREMENTS**

The project consists of installing one new, fully networked commercial grade, Dual Port, DC Fast Charge Station and one new, fully networked commercial grade Dual Port, Level 2 Charge Station or two new, fully networked commercial grade single port Level 2 Charge Stations as allowed for in the grant funding requirements. The EVSE configurations, hardware, and features the City will consider include, but are not limited to, the following:

### **1. Electric Vehicle DC Fast Charge Station**

- a. Minimum - 50kW
- b. Pedestal
- c. Dual Connectors
  - i. One CCS (GM, VW, BMW, etc.)
  - ii. One CHAdeMO (Nissan, Mitsubishi, Tesla with adapter, etc.)
- d. Open Charge Point Protocol (OCPP) compliant
- e. UL or other third-party verification
- f. RFID card reader (if applicable, preferred additional payment method)
- g. Retractable Cord Management

### **2. Electric Vehicle L2 Charge Station(s)**

- a. Minimum 30-amp output
- b. Pedestal
- c. Single (Schedule C) or Dual Port (Schedule B) J-1772 connectors
- d. Open Charge Point Protocol (OCCP) compliant
- e. UL or other third-party verification
- f. RFID card reader (if applicable, preferred additional payment method)
- g. Retractable Cord Management

### **3. Networked Operating System and Software Requirements**

The Networked operating system must work with the selected equipment and offer the following as a minimum:

- a. Open Charge Point Protocol (OCPP) v 1.6
- b. Wireless Network Connectivity
- c. Open ADR 2.0b
- d. RFID Card reader
- e. Communications to and between the charging units
- f. Smart Phone App connectivity for payment (Android and Apple)
- g. Provide driver billing information through the app or email or text (at least one of these methods)
- h. Provide Customer support for EV drivers needing assistance for EV charging
- i. Provide trouble ticket and warranty support and tracking repair services
- j. Charging Owner portal to: View data, download and create reports of EV charging, unique drivers (if available), charging time, port use, delivered energy use data
- k. Online hardware management and session reporting
- l. Ability to provide fee-based or no-fee charging sessions and transactions
- m. Demand management features

All equipment must be manufacturer and/or authorized reseller/dealer provided and installed. If your company is an authorized reseller, provide a letter written and signed by the manufacturer stating your company is an authorized reseller and/or installer of the manufacturer's EVSE.

No "aftermarket equipment" will be accepted and will be grounds for bid rejection or contract termination and the assessment of damages in the amount of the cost of the equipment. Contractor warrants that all equipment is new, current, and fully warranted by manufacturer. All equipment will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material, and manufacturer. All warranties must be transferred to the City.

City reserves the right to inspect and test equipment. The City may reject non-conforming goods and require Contractor to correct goods without charge or deliver goods at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).

All equipment must be shipped directly to the Contractor, FOB Destination. City can neither accept deliveries, nor store equipment.

#### **I-8 OPTIONAL PRE-BID ONSITE VISIT**

An Optional Pre-bid Onsite Visit will be held Wednesday, December 9, 2020, at 2:00 p.m., at the Water Street Parking Lot, 300 NW Water Street, Albany, Oregon. All attendees must confirm their intent to attend and limit attendance to one representative from each vendor firm. Contact Diane Murzynski at [diane.murzynski@cityofalbany.net](mailto:diane.murzynski@cityofalbany.net) to confirm attendance. In response to the COVID-19 virus, all attendees are required to wear face coverings and practice social distancing of six (6) feet.

Failure to become acquainted with the physical conditions of the project will not relieve the Vendor from the responsibility of properly estimating the difficulty or cost of successfully performing the work. The Vendor 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-9. RESPONSIBILITIES OF CONTRACTOR**

- Use a licensed electrician to perform all electrical work to Code.
- Install all equipment per OEMs' specifications, in compliance with all applicable NEC, state, and federal guidelines.
- Assist City staff in choosing locations for EVSE signage.
- Provide related training to City staff on EVSE and software.
- Demonstrate Charger(s) are fully commissioned and functioning in accordance with intended use, this includes testing equipment with vehicles onsite.
- Restore site to original condition upon completion of project.
- Perform site cleanup and repair any unexpected infrastructure damage done during construction period. Patch asphalt and concrete pad if repairs needed.
- Use extreme care to minimize damage to existing tree roots.
- Deliver to City all relevant service manuals, warranty information, credentials needed for online monitoring, and any other materials necessary for EVSE to be fully operational in accordance with OEM's specifications.
- Assist City staff with grant requirements by providing itemization of eligible project expenses, including but not limited to, labor, permits, equipment, and materials.
- Guide staff in determining a cost-sharing strategy that promotes its goals. Beyond the start-up costs covered by Pacific Power, it is vital that ongoing network fees, warranty, maintenance, and operational costs are built into a fee model that can be borne by the user and eventually offset by local sponsorships. (User Fee Plan)



## I-10. INSTALLATION REQUIREMENTS

- Provide and install a NEMA 3R enclosed Meter Base and Service Panel with disconnects for DC Quick Charge station and Level 2 station(s) with room for at least 6 additional 2 pole 40-amp circuits for future Level 2 installations.
- Provide and install one (1) 400-amp 208V 3 phase CT rated metered service.
- Service and panels should be fully enclosed with locked doors with window allowing visual meter reading capability.
- Provide conduit and wiring from service panel to DC Quick Charger and Level 2 charger(s) with a minimum of three (3) 1" extra spare conduits to an in ground electrical junction box two (2) feet beyond the Charge station(s).
- Provide and install one (1) 50 kW DC Quick charger meeting the requirements above.
- Provide and install either one (1) dual port Level 2 EV charger or two (2) single port Level 2 EV chargers, meeting the requirements above.
- Provide an electrical permit.
- Provide a building permit, if required.
- All trenching, saw cuts and pull boxes installed will be flush with ground or pad level in the location where it is installed.
- Provide and install protective metal bollards, filled with concrete 4" (Level 2 charger) or 6" (DC Quick Charger and service equipment).
- Concrete pads to be sized and situated to site conditions but remain appropriate for equipment.
- Anchoring as appropriate for the selected equipment.
- Stripe asphalt parking spaces designated for EVSE use.
- Contractor will provide completed working equipment, tested with vehicles and appropriate test equipment, and commissioned as required by the charging equipment manufacturer.

## I-11. ESTIMATED SCHEDULE

The City anticipates the following general timeline for receiving bids, selecting a contractor, and completing the work. The timeline listed below may be changed if it is in the City's best interest to do so.

Invitation Sent to Prospective Bidders	December 3, 2020
Optional Pre-bid Onsite Visit	December 9, 2020, 2:00 p.m.
Last Date for Addenda	December 14, 2020, 12:00 p.m.
Bid Closing Date	December 17, 2020, 2:00 p.m.
Notice of Intent to Award	December 17, 2020
Contract Award	December 24, 2020
Contract Execution	December 2020
Project Completion	April 1, 2021
Grant Required Completion Date	April 15, 2021

## I-12. 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>. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications.

## I-13. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based upon the lowest total bid amount of either Schedule A (Base Bid), or Schedule A plus Schedule B (Bid Alternate 1), or Schedule

A plus Schedule C (Bid Alternate 2), based on the available budget and as determined by the City of Albany, on the City's sole and absolute judgment to best serve its interest. **The Contractor must bid both Schedules A & B or Schedules A & C to be considered responsive.**

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. If the bid is over \$100,000, contractor is required to submit a list of subcontractors in accordance with ORS 279C.370. The City will submit a copy of this disclosure of first-tier subcontractors to the Bureau of Labor and Industries (BOLI) along with the completed BOLI form WH-81.

Failure to submit the list of subcontractor's 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.

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-14. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES**

At the Contractor's option, the City will issue the Notice to Proceed any time after both parties have executed the contract. The Contractor shall be required to give the City seven days advance notice of intent to begin construction. Any additional work must be authorized by a properly executed field directive signed by the project manager prior to commencement of the work.

Regardless of the actual construction start date, all work specified in the contract documents shall be completed, in every respect, **by Thursday, April 1, 2021**, the ultimate completion date.

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

#### **I-15. PROJECT KICKOFF MEETING**

A project kickoff meeting will be required and held virtually. The meeting will be scheduled to take place a minimum of one week after the Notice to Proceed and another meeting held prior to beginning of construction. Contractor shall submit the following submittals at the project meeting:

- Project Schedule
- Traffic Control Plan
- User Fee Plan

#### **I-16. PROJECT SCHEDULE**

A detailed schedule of all work relating to this project must be submitted at the project meeting to be held virtually. The schedule shall show how the Contractor plans to complete the project on or before the ultimate completion date. The timeline should include the tasks required to complete turnkey installation, including a tentative start date and completion date. The Contractor shall take appropriate measures to expedite work items that are behind schedule, including the use of outside forces to complete the work, without additional compensation.

## **I-17. TEMPORARY TRAFFIC CONTROL**

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

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

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

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

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

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

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

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

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

## **I-18. NOTIFICATIONS**

The Contractor shall provide written notice to the front office of the following agencies, three (3) working days in advance of beginning construction. The written notice shall include the construction schedule and shall explain

the extent and duration of expected traffic disruptions. Agency contact information may be found in the table below.

<u>Agency</u>	<u>Address</u>	<u>Phone Number</u>
Albany Downtown Association, Lise Grato	126 SW Ferry Street, Albany, OR 97321	541-928-2469
U.S. Postal Service	525 2 <sup>nd</sup> Avenue SW Albany, OR 97321	541-926-8829
Albany Transit System	112 10 <sup>th</sup> Avenue SW Albany, OR 97321	541-917-7667
Republic Services	1214 Montgomery Street SE Albany, OR 97321	541-928-2551
Albany Fire Dept./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
Pacific Power	830 Old Salem NE Albany, OR 97321	541-967-6161

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

The Contractor shall provide written notification to all affected residents and businesses three (3) working days in advance of scheduled work that will result in traffic disruptions and blocked access to driveways or parking areas. Written notifications shall explain the extent and duration of the disruption of traffic and/or blocked access and shall include alternate routes or parking areas as appropriate.

#### **I-19. PERMITS**

Contractor will be responsible to acquire all required permits for work to be done for this project. Contractor must obtain an electrical permit. 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-20. WORK AROUND FIBER OPTIC LINES**

The Contractor shall give COMPANY 48-hours advance notice of each instance where construction will occur in the vicinity of the fiber optic lines. It shall be the Contractor's responsibility to comply with all COMPANY-imposed requirements and to protect the fiber optic lines during construction operations. COMPANY may require that their lines be excavated by hand to minimize the risk of damage. COMPANY may want their own inspector on-site during construction of the UTILITY line in these areas.

#### **I-21. LOCATION OF UNDERGROUND UTILITIES**

The Contractor shall determine the horizontal and vertical alignment of existing public and private utilities well enough in advance to make adjustments to the work. Special care shall be taken to avoid compromising concrete thrust restraint on the existing water system. Locating utilities ahead of construction and providing protective measures where required are incidental to other bid items. The Contractor shall be responsible for calling the Oregon Utility Notification Center (1-800-332-2344) and establishing the location of existing utilities prior to commencing work.

#### **I-22. FRANCHISE UTILITY CONTACT INFORMATION**

The following franchise utility contacts' information are provided for reference purposes only.

<u>Utility</u>	<u>Contact</u>	<u>Telephone</u>	<u>Email</u>
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@centurylink.com">travis.vaughn@centurylink.com</a>
Comcast	Ryan Hansen	541-230-0079	<a href="mailto:Ryan_Hansen@comcast.com">Ryan_Hansen@comcast.com</a>
LS Networks	Winfried Vogt	503-414-0475	<a href="mailto:wvogt@LSNetworks.net">wvogt@LSNetworks.net</a>

### **I-23. REPAIR OF EXISTING UNDERGROUND UTILITIES**

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

### **I-24. WATER SUPPLY**

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

### **I-25. PROTECTION OF EXISTING TREES**

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

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

## SECTION II: STATE AND FEDERAL CONTRACTING LAW

### II-1. PREVAILING WAGES

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

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

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

**Electric Vehicle Charging Project does not use federal funds and does not require Davis-Bacon rates. Only Oregon BOLI Prevailing Wage Rates apply to this project.**

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

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>

Publications that apply to this contract are the July 1, 2020, Prevailing Wage Rate for Public Works in Oregon, October 1, 2020 Apprenticeship Rates, and October 1, 2020 Prevailing Wage Rate Amendments, at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

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

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

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

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

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>.

### II-3. RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price that is equal to the percent of preference given to local bidders in the bidder's home state. That is, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid. For details, check Oregon's Reciprocal Preference Law website at: <https://www.naspo.org/reciprocity1>

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

#### **II-4. AFFIRMATIVE ACTION/NONDISCRIMINATION**

By submitting a bid, the Bidder 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, the Bidder specifically certifies, under penalty of perjury, that the Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

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

#### **II-5. PAY EQUITY COMPLIANCE AND TRAINING CERTIFICATION**

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

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

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

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

The contractor is responsible for:

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

#### **II-8. PROVISIONS CONCERNING ENVIRONMENTAL AND NATURAL RESOURCES LAWS**

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

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

The contractor shall:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

1. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. All subject employers working under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

## SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS

### **SCHEDULE A – BASE BID**

#### **Item No. A-1 – EVSE EQUIPMENT**

See *Special Provisions*

This item includes the procurement on one (1) commercial grade, fully networked, Direct Current Fast Charge Station, including related equipment, network software, warranties, and shipping. A description of the work and equipment specifications are detailed in Sections I-3 and I-7 (Items 1 and 3), respectively.

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

#### **Item No. A-2 - INSTALLATION**

See *Standard Construction Specifications and Special Provisions*

This item provides for the installation of one (1) Direct Current Fast Charge Station, all electrical upgrades, panels and infrastructure, conduit extension for future growth, installation of bollards and pads, trenching, striping, mobilization and resurfacing and patching asphalt and/or existing concrete pad. A detailed description of the work is provided in Sections I-3, I-9, and I-10.

Attachment C - Project Location and Utilities Map depicts the proposed design for the EVSE installation, the location's existing utilities and the current parking lot layout.

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

#### **Item No. A-3 – MAINTENANCE & MANAGEMENT**

See *Special Provisions*

This item provides for the initial purchase of an EVSE Maintenance and Management subscription for a five-year term compatible with the selected charging equipment and network.

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

#### **Item No. A-4 – COMMISSIONING**

See *Special Provisions*

This item provides for EVSE commissioning, onsite EVSE training with City staff, and onsite vehicle power testing to ensure equipment is operating as original equipment manufacturer intended for its use.

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.

### **SCHEDULE B – BID ALTERNATE 1**

#### **Item No. B-1 – EVSE EQUIPMENT**

See *Special Provisions*

This item includes the procurement on one (1) fully networked, Level 2 Charge Station, including related equipment, network software, warranties, and shipping. Description of the work and equipment specifications are detailed in Sections I-3 and I-7 (Items 2 and 3), respectively.

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

### **Item No. B-2 - INSTALLATION**

See *Standard Construction Specifications and Special Provisions*

This item provides for the installation of a one (1) single port , Level 2 Charge Station, all electrical upgrades, panels and infrastructure, conduit extension for future growth, installation of bollards and pads, trenching, striping, mobilization and resurfacing and patching asphalt and/or existing concrete pad. A detailed description of the work is provided in Sections I-3, I-9, and I-10.

Attachment C - Project Location and Utilities Map depicts the proposed design for the EVSE installation, the location's existing utilities and the current parking lot layout.

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

### **Item No. B-3 – MAINTENANCE AND MANAGEMENT**

See *Special Provisions*

This item provides for the initial purchase of an EVSE Maintenance and Management subscription for a five-year term compatible with the selected charging equipment and network.

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

### **Item No. B-4 – COMMISSIONING**

See *Special Provisions*

This item provides for EVSE commissioning, onsite EVSE training with City staff, and onsite vehicle power testing to ensure equipment is operating as original equipment manufacturer intended for its use.

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.

## **SCHEDULE C – BID ALTERNATE 2**

### **Item No. C-1 – EVSE EQUIPMENT**

See *Special Provisions*

This item includes the procurement on one (1) fully networked, dual port, Level 2 Charge Station, including related equipment, network software, warranties, and shipping. Description of the work and equipment specifications are detailed in Sections I-3 and I-7 (Items 2 and 3), respectively.

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

### **Item No. C-2 - INSTALLATION**

See *Standard Construction Specifications and Special Provisions*

This item provides for the installation of a one (1) dual port , Level 2 Charge Station, all electrical upgrades, panels and infrastructure, conduit extension for future growth, installation of bollards and pads, trenching, striping, mobilization and resurfacing and patching asphalt and/or existing concrete pad. A detailed description of the work is provided in Sections I-3, I-9, and I-10.

Attachment C - Project Location and Utilities Map depicts the proposed design for the EVSE installation, the location's existing utilities and the current parking lot layout.

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

**Item No. C-3 – MAINTENANCE AND MANAGEMENT**

See *Special Provisions*

This item provides for the initial purchase of an EVSE Maintenance and Management subscription for a five-year term compatible with the selected charging equipment and network.

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

**Item No. C-4 – COMMISSIONING**

See *Special Provisions*

This item provides for EVSE commissioning, onsite EVSE training with City staff, and onsite vehicle power testing to ensure equipment is operating as original equipment manufacturer intended for its use.

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

## LIST OF APPENDICES

Attachment A - Statement of Experience and Qualifications

Attachment B – Pacific Power Grant

Attachment C - Project Location and Utility Map

Attachment D – Certification of Insurance Requirements

Attachment E – Non-Collusion and Conflict of Interest Certification

Attachment F – Certification Statement for Corporations or Independent Contractor

Attachment G – Bidder Representations and Certification Regarding Debarment, Suspension and Other  
Responsibility Matters