



CONTRACT DOCUMENTS FOR

PK-20-01, Pickleball Courts

Issue Date: Monday, February 3, 2020

Due Date: Tuesday, February 18, 2020, 2:30 p.m. (Pacific Time)

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

**For more information on this project,
contact Tom Valentino at tom.valentino@cityofalbany.net**

CITY OF ALBANY

PK-20-01, Pickleball Courts

TABLE OF CONTENTS

TABLE OF CONTENTS.....1

BIDDER’S SUBMITTAL CHECKLIST2

INVITATION TO BID.....3

PROPOSAL.....4

SCHEDULE OF CONTRACT PRICES.....7

BID BOND10

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION.....11

FIRST-TIER SUBCONTRACTOR DISCLOSURE.....12

SAMPLE CONTRACT13

PERFORMANCE BOND.....15

PAYMENT BOND.....17

RETAINAGE ELECTION19

SPECIAL PROVISIONS

 SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS20

 SECTION II: STATE AND FEDERAL CONTRACTING LAW24

 SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS.....28

LIST OF APPENDICES33

 A. LBCC Pickleball Court Improvements - Construction Drawings and Plans **(11” × 17” available on request)**

 B. Project Location Map

 C. LBCC Site Map

BIDDER'S SUBMITTAL CHECKLIST

Bids must be submitted by the time designated and the address listed in the advertisement for the Invitation to Bid at the City Hall Parks and Recreation Department/Information counter and marked received by City staff indicating the time and date as shown on the City bid clock in the Parks Department. Any bid submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened. It is the responsibility of the Bidder to deliver the bid by the indicated deadline to the designated location.

If the Bidder submits a proposal via a delivery service (FedEx, UPS, USPS, etc.), the required sealed envelope must be enclosed in the delivery service packaging and the project title of the bid should be written on the outside delivery service packaging. The City is not responsible for late or mishandled delivery, regardless of the method of delivery.

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

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 bid opening. **To be notified of addendums, Contractor may call 541-917-7778 and request to be added to the Plan Holder's list.**

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.

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

- Signed Proposal (*two pages*) - *with all applicable blanks completed*
- Completed Schedule of Contract Prices - *signed by an authorized representative of the company who can "execute bids"*
- Bid Bond – *using City-provided Bid Bond form with no alterations*
- Employee Drug Testing Certification form
- Signed Addenda (*if Addenda have been issued*)

Submitted within two hours after bid closing time (required under ORS 279C.370):

- First-Tier Subcontractor Disclosure form – signed and if “none” indicate as such

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



NOTICE TO CONTRACTORS
CITY OF ALBANY
INVITATION TO BID

Category of Bid: Construction
Engineer's Estimate: \$303,800
Bids due at 2:30 p.m., (Pacific Time), Tuesday, February 18, 2020

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

PK-20-01, Pickleball Courts: This project includes the demolition of existing tennis courts at Linn Benton Community College, construction of Pickleball Courts at the same site, installation of lighting, addition of fencing, installation of a water fountain, and related appurtenances.

A Mandatory Pre-bid Meeting will be held on Tuesday, February 11, 2020, at 10:00 a.m. in the Calapooia Room, at City Hall, 333 Broadalbin Street SW, Albany. Following the meeting, a site visit will be held at the LBCC tennis courts.

Bids submitted shall be filed in sealed envelopes and received at the City of Albany Parks & Recreation counter, not later than 2:30 p.m., Tuesday, February 18, 2020, addressed to the attention of Diane Murzynski, Purchasing Coordinator, at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321. The outside of the envelopes shall 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 shall be opened and publicly read in the Santiam Room of City Hall. Bid totals will be posted on the City's website at <https://www.cityofalbany.net/finance/purchasing/bids>.

Contract bid documents may be examined at the Parks & Recreation Department, City Hall, 333 Broadalbin Street SW, Albany, Oregon, 541-917-7778; downloaded from the City of Albany website at <https://www.cityofalbany.net/finance/purchasing/bids> or a printed set may be purchased for \$35. It is imperative those who download the contract bid documents check the website regularly for addenda, clarifications, and other pertinent notifications. All who are known by the City of Albany to have received a complete set of the contract bid documents will receive notification when additional items are posted. Please call 541-917-7778 to be added to the Plan Holder's list.

Each bidder must have access to a current set of City of Albany *Standard Construction Specifications*, which can be found on the City's website at <https://www.cityofalbany.net/standard-construction-specifications> or a printed set may be purchased for \$100. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications. For project information, contact Tom Valentino at 541-974-2253 or tom.valentino@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 shall 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 shall accompany each bid on all projects and shall 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.

DATED THIS 3RD DAY OF FEBRUARY 2020.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Daily Journal of Commerce on Monday, February 3, 2020
Albany Democrat-Herald on Monday, February 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 Engineer, Owner, and other sources in arriving at these conclusions have been utilized.

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

CONTRACT EXECUTION, BONDS, AND INSURANCE

The Bidder agrees that if this proposal is accepted:

- A Contract with the City of Albany, Oregon, will be executed, within 10 days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Albany the 100 percent Performance Bond and 100 percent Payment Bond, and will, to the extent of this proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or shown in the Contract Documents.
- A Request for Taxpayer Identification Number and Certification (W-9) will be completed as a condition of the City's obligation to make payment. In the event the Bidder shall fail to complete and return the W-9 to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.
- Automatic Clearing House (ACH) Direct Payment Authorization. The City prefers to pay Contractor invoices via electronic funds transfers through the ACH network. To initiate this more timely, efficient, and secure payment method, Contractors must complete the City's ACH Vendor Direct Payment Authorization Form. This form is available on the City website at https://www.cityofalbany.net/images/stories/finance/eft_form.pdf. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- For contracts that exceed \$500,000, the Contractor shall elect retainage to be held in an interest-bearing escrow account, or an alternate method in lieu of cash retainage as a condition of payment and as required by ORS 279C.570(2). Contractor must complete an Escrow Account Agreement if funds are to be held in an interest-bearing account, otherwise Contractor must provide a deposit of bonds, securities or other instruments, or Contractor must provide a surety bond in an amount equal to five (5) percent of the total bid. City may recover from Contractor additional costs incurred in the handling of retainage alternatives, whether a deposit of bonds, securities, or other instruments, surety bond, or for an interest-bearing account, ORS 279A.560(3).

CERTIFICATES OF INSURANCE

The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in the *Standard Construction Specifications*.

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:

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

ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
Schedule "A" – Demolition and Site Work					
A-1	Mobilization	1	LS		
A-2	Erosion Prevention and Sediment Control.	1	LS		
A-3	Remove and Dispose of Concrete.	1	LS		
A-4	Strip Topsoil and Prepare for Excavation.	93	BCY		
A-5	Furnish Materials, Labor and Equipment.	46	BCY		
A-6	Remove Existing Asphalt Tennis Courts.	307	TN		
A-7	Remove Existing Light Pole and Fixture.	2	LS		
SUM OF SCHEDULE "A" – DEMOLITION AND SITE WORK					

Schedule "B" – Court Construction					
B-1	Court Extension Area: Geotextile Fabric.	385	SY		
B-2	Court Extension Area: Deliver and Spread Rock.	85	TN		
B-3	Entire Court Area: 3" class D mix HMA.	605	TN		
B-4	Entire Court Area: 5-Coat Acrylic Pickleball Court Surface Treatment.	3,143	SF		
B-5	Concrete Pad for Portable Restrooms and Shed.	35	SY		
B-6	Construct Concrete Sidewalk.	372	SY		
SUM OF SCHEDULE "B" – COURT CONSTRUCTION					

Schedule "C" Playing Court Improvements

C-1	Construct 4' Tall Interior Pickleball Court Fence.	500	LF		
C-2	Construct 8' Tall Fence.	370	LF		
C-3	Construct 10' Tall Fence.	280	LF		
C-4	Construct 12' Tall Fence.	18	LF		
C-5	Construct 8' Tall Exterior Gates.	8	EA		
C-6	Construct Exterior Gates in 10' Fence.	2	EA		
C-7	Construct 4' Tall Exterior Gates.	4	EA		
C-8	Install Pickleball Sleeve and Net Post Sets.	8	Sets		
C-9	Install Pickleball Nets.	8	EA		
C-10	Install Tennis Sleeve and Net Post Sets.	1	Set		
C-11	Install Tennis Nets.	1	EA		
C-12	Install Basketball Backboard, Post, and Net.	1	EA		
SUM OF SCHEDULE "C" – PLAYING COURT IMPROVEMENTS					

Schedule "D" - Electrical Improvements

D-1	Install 3/4" PVC Electrical Conduit.	650	LF		
D-2	Relocate Existing Electrical Cabinet.	1	LS		
D-3	Wire Exterior Rated Outlet Boxes.	9	EA		
D-4	Install LED Fixtures.	4	EA		
SUM OF SCHEDULE "D" – ELECTRICAL IMPROVEMENTS					

Schedule "E" - MISCELLANEOUS

E-1	Install Water Fountain.	1	LS		
SUM OF SCHEDULE "E" – MISCELLANEOUS					

SUM OF EXTENDED TOTALS (A+B+C+D+E)					
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NOTE: Subject to change if addition or extensions are in error.

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 **PK-20-01, Pickleball Courts**, 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 shall execute the proposed Contract and shall furnish such Performance Bond and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____ 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 **PK-20-01, Pickleball Courts** 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: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Pickleball Courts

BID NUMBER: PK-20-01

BID CLOSING DATE: Tuesday, February 18, 2020

TIME: 2:30 p.m.

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

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

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

Failure to submit this signed form by the disclosure deadline will result in a non-responsive bid.
 A nonresponsive bid will not be considered for award.

Subcontractor's Name	Category of Work	Dollar Value
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$

Form submitted by (bidder name): _____ Phone No.: _____
 (Signature)

Contact Name: _____ Company: _____

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
 (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts with a value, estimated by the contracting agency, of more than \$100,000.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

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

SAMPLE CONTRACT

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

WITNESSETH:

The Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the applicable *Standard Construction Specifications*, the Special Specifications (aka Specifications, Special Provisions) found herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

The applicable Drawings, the applicable *Standard Construction Specifications*, all sections of Special Provisions, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

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

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

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

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

It is expressly understood that this Contract shall be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS Chapter 279 A-C as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the City of Albany hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 A-C, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the City of Albany further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. The Contractor and its subcontractors, if any, also agrees to maintain compliance with the Oregon Identity Theft Protection Act (OITPA) ORS Sections 646A.600 through 646A.628.

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany shall be complied with, and that daily/weekly/holiday/weekend overtime will be paid, unless the amount of the contract is \$50,000 or less, in which case the prevailing wage rate requirement shall not apply. If Contractor fails, neglects, or refuses to make prompt payment for labor or services, the City can pay and withhold these amounts from payments due the contractor. (ORS 279C.515) Contractor shall indemnify the City from claims of damages resulting from actual or alleged violations of these obligations.

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 annual budget shall include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the city manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

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

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

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

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

CONTRACTOR:

DATE: _____

By: _____

Title: _____

By: _____

Title: _____

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

CITY OF ALBANY, OREGON:

DATE: _____

By: _____

Kim Lyddane, Parks & Recreation Director

APPROVED AS TO FORM:

Construction Contractor's Board License Number

Tax Identification No.: _____

Telephone Number: () _____

By: _____

M. Sean Kidd, City Attorney

PERFORMANCE BOND

BOND NUMBER: _____

TOTAL BID AMOUNT: \$ _____

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

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

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

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

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

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

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

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

change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____ 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

RETAINAGE ELECTION

The Successful Bidder will be required to submit this form prior to contract execution.

In accordance with ORS 279C.570(2), contracts that exceed \$500,000 require the City to deposit amounts withheld as retainage into an interest-bearing escrow account in a bank, savings bank, trust company, or savings association 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. If the City incurs additional costs as a result of the Contractor’s election to use a form of retainage, the City may recover such costs from the Contractor, ORS 279A560(3). Payments shall be made promptly according to ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

If the Contractor requests that the City deposit the retainage in an interest-bearing account under ORS 279C.570(2), the Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the City may require to protect its interests, including but not limited to a provision that no funds may be paid from the account without the City’s advance written authorization. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment.

Retainage in the amount of five percent of the contract price of the work completed will be held by the City for up to thirty days after the project has been accepted by the City in writing. 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. Retainage is deemed to be “paid” when the payment is transmitted to the Contractor.

Oregon law allows specific alternatives for the holding and accounting of retainage at Contractors’ election. Contractor must indicate below their selection for retainage for this project and submit it to the City after receiving an award of contract from the City.

Options for Contracts Exceeding \$500,000.

- 1. **Interest-bearing escrow account.**

Before the first progress payment is made, the City will set up an interest-bearing account in a bank, savings bank, trust company, or savings association as outlined in ORS 279C.570(2) in the name of the City. The City will make deposits of retainage withheld from each progress payment into the interest-bearing escrow account. Funds in the escrow account will be under the control of the City and will be released to the Contractor after final payment and project compliance.

- 2. **Alternative in lieu of cash retainage. (Indicate option)**

Before the contract is executed by the City, the City must receive an in lieu of cash retainage, in the name of the City, in an amount equivalent to five percent retainage of the total amount of the contract. The surety bond should be in the bond form requested by the City. The bond may be received from the Surety providing the Performance and Payment Bonds for this project.

- a. Deposit of bonds, securities, and other instruments.
- b. Deposit of a surety bond.

Therefore, by signing this retainage election the Bidder does hereby certify and confirm that as the general contractor for this City of Albany project, he/she has elected the above retainage option which satisfies the intent of the above-referenced legislation.

CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____

SPECIAL PROVISIONS

SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

I-1. DESCRIPTION OF WORK

PK-20-01, Pickleball Courts: This project includes demolition of existing tennis courts at Linn Benton Community College (LBCC) and construction of new Pickleball Courts at the same location with site improvements to include installation of lighting, fencing, a water fountain, and related appurtenances. An intergovernmental agreement has been executed between the City of Albany and LBCC for the construction of the Pickleball Court improvement project by the City of Albany on LBCC property.

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-2. SITE CONDITIONS

The project improvements will be constructed on private property at LBCC by the City of Albany, located at 6500 Pacific Blvd SW, Albany, for the mutual benefit of LBCC and the City of Albany. The existing LBCC tennis courts' dimensions and specifications are shown in the Appendices A – LBCC Pickleball Court Improvements, B – Project Location Map, and Attachment C – LBCC Site Map.

The site contains existing tennis courts and light poles. The poles currently are not in working condition. There is limited parking for construction crews and parking arrangements may be required by LBCC during project demolition and construction due to school in session and pre-planned events and activities held at LBCC. All Contractors and subcontractors must adhere to LBCC's gate schedule for site access, ingress and egress, and parking.

I-3. MANDATORY PREBID MEETING AND SITE VISIT

A mandatory pre-bid meeting will be held on Tuesday, February 11, 2020, at 10:00 a.m., in the Calapooia Room, at City Hall, 333 Broadalbin Street SW, Albany. A site visit for Contractors to more closely inspect the site will take place following the pre-bid meeting on site at the LBCC tennis courts. A representative must be present at both the meeting and site visit. Representative must sign in to demonstrate compliance to be considered to bid on this project.

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

I-4. STANDARD CONSTRUCTION SPECIFICATIONS

Each Bidder must have access to a current set of City of Albany *Standard Construction Specifications*, which can be found on the City of Albany's website at <https://www.cityofalbany.net/standard-construction-specifications> or a printed set may be purchased for \$100. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications.

I-5. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based upon the lowest total bid amount, as determined by the City of Albany, and on the City's sole and absolute judgment to best serve its interest.

The City reserves the right to postpone the acceptance of the proposal and the award of the contract to a responsible bidder for a period not to exceed sixty (60) calendar days, or to reject any and all proposals received and further advertise the project for bids. The City may reject any bids not in compliance with all prescribed

public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause any or all bids upon a finding of the City it is in the public interest to do so.

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

Failure to submit the list of subcontractors form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award. If no subcontractors need to be disclosed; this form must still be submitted indicating such.

Electronic Signature. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

I-6. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

At the Contractor's option, the City will issue the Notice to Proceed any time after both parties have executed the contract. The Contractor shall be required to give the City seven days advance notice of intent to begin construction. Once the Notice to Proceed is issued, the Contractor shall have **120 calendar days**, measured from the day work starts in which to complete the work.

Regardless of the actual construction start date, all work specified in the contract documents shall be completed, in every respect, by **July 1, 2020**, 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-7. PRECONSTRUCTION CONFERENCE

A preconstruction meeting will be required. The meeting will be scheduled to take place a minimum of one week prior to beginning of construction. The Contractor shall submit the following submittals at the preconstruction conference:

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

I-8. PROJECT SCHEDULE

A detailed construction schedule of all work relating to this project shall be submitted to the Project Manager at the preconstruction conference with a copy submitted to LBCC's Project Representative. The schedule shall show how the Contractor plans to complete the project on or before the ultimate completion date. The Contractor shall take appropriate measures to expedite work items that are behind schedule, including the use of outside forces to complete the work, without additional compensation.

I-9. NOTIFICATIONS

The Contractor shall contact LBCC seven (7) working days in advance of beginning construction and additional written notice to the front office of the following agencies, a minimum of 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>
LBCC Athletic Director – Mark Majeski (Project Representative)	6500 Pacific Blvd SW Albany, OR 97322	541-917-4266

U.S. Postal Service	525 2 nd Avenue SW Albany, OR 97321	541-926-8829
Albany Transit System	112 10 th 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

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-10. ENTERING AND WORKING WITHIN CONFINED SPACES

Contractors working on any public improvement project, while under contract with the City or a private entity, shall comply with regulations as they pertain to entering and working within confined spaces as defined by OR-OSHA.

I-11. WORK ON PRIVATE PROPERTY

Permits will be required for all plumbing, electrical, and site work on private property. Permits may be obtained from the Building Department at City Hall, 333 Broadalbin Street SW, Albany, Oregon, or are also available via the City's website, which is www.cityofalbany.net. Payment for obtaining permits will be considered incidental to the appropriate bid items.

Work that affects an interruption of water and sewer services to any part of the LBCC campus must be coordinated with the City Project Manager and the LBCC Project Representative, Mark Majeski, and approved by both prior to service disruption.

I-12. LOCATION OF UNDERGROUND UTILITIES

The Contractor shall determine the horizontal and vertical alignment of existing public and private utilities well enough in advance to make adjustments to the work. Special care shall be taken to avoid compromising concrete thrust restraint on the existing water system. Locating utilities ahead of construction and providing protective measures where required are incidental to other bid items.

I-13. 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	Tucker.Hill@PacifiCorp.com
NW Natural	Dave Bellinger	541-926-4253 x8238	d6b@nwnatural.com
CenturyLink	Travis Vaughn	503-365-5555	travis.vaughn@centurylink.com
Comcast	Ryan Hansen	541-230-0079	Ryan_Hansen@comcast.com
LS Networks	Winfried Vogt	503-414-0475	wvogt@LSNetworks.net

I-14. WATER SUPPLY

The Contractor is responsible for providing water for construction use during project demolition and construction.

I-15. PROTECTION OF EXISTING TREES

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

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

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.

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.

PK-20-01, Pickleball Courts 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 January 1, 2020, [Prevailing Wage Rate for Public Works in Oregon](#), and [Prevailing Wage Rate Amendment effective February 1, 2020](#), as well as the January 1, 2020, [PWR Apprenticeship Rates](#).

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 <http://www.oregon.gov/BOLI/WHD/pages/index.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. 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-6. 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-7. 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-8. 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-9. 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-10. 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-11. 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-12. 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-13. CONDITION CONCERNING PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION - ORS 279C.530

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

SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS

Item No. A-1 – Mobilization:

See *Standard Construction Specifications*, Section 201.

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

Item No. A-2 – Erosion Prevention and Sediment Control:

This item includes all work related to procuring, installing, and maintaining erosion prevention and sediment control (EPSC) measures for the duration of the project as shown on the Construction Drawings. The Contractor shall submit an EPSC plan at the preconstruction conference for approval by the Project Manager. This plan shall include measures to achieve the followings goals:

- Prevent the erosion of exposed soils by wind or rain
- Prevent sediment-laden waters from running onto streets, or into storm drains, ditches, drainage features, wetlands, creeks, streams, lakes, or rivers.
- Maintain clean street and sidewalk surfaces
- Quickly respond to rainfall events with additional measures as needed

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

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

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

Item No. A-3 – Remove and Dispose of Concrete:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Remove and dispose of existing concrete court edging.

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 – Strip Topsoil and Prepare for Excavation:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Strip Topsoil and prepare for excavation. Includes removal from site, approximately 6", 93 bank cubic yards.

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

Item No. A-5 – Furnish Materials, Labor and Equipment:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish materials, labor and equipment to complete. Soils to remain and be used as backfill behind walk, estimate 46 bank cubic yards.

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

Item No. A-6 – Remove Existing Asphalt Tennis Courts:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Remove existing asphalt tennis court leaving gravel base intact. Sawcut and remove 220 square foot section of sidewalk. Dispose off-site (assumed 2” thickness) and 307 tons.

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

Item No. A-7 – Remove Existing Light Pole and Fixture:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Remove existing light pole and fixture.

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-1 - Court Extension Area: Geotextile Fabric:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish materials and install geotextile fabric in court extension area, 385 square yards.

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

Item No. B-2 - Court Extension Area: Deliver and Spread Rock:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Deliver, spread fine grade rock and compact court extension area: 6” x ¾”-0 compacted rock base course, 85 tons.

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

Item No. B-3 - Entire Court Area: 3” Class D Mix HMAC:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and construct entire court area: 3” class D mix HMAC over entire court in two (2) lifts, 605 tons.

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

Item No. B-4 - Entire Court Area: 5-Coat Acrylic Pickleball Court Surface Treatment:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and construct entire court area: 5-coat acrylic pickleball court surface treatment, 3,143 square feet.

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

Item No. B-5 - Concrete Pad for Portable Restrooms and Shed:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct 12’ x 26’ wide, 4” thick concrete pad for portable restrooms and shed, 35 square yards (includes 4” base rock). Furnish materials and construct.

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

Item No. B-6 - Construct Concrete Sidewalk:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct 4” concrete sidewalk, 372 square yards (widths vary) (includes base rock). Furnish materials and construct.

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

Item No. C-1 – Construct 4’ Tall Interior Pickleball Court Fence:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct 4’ tall interior pickleball court fence, 500 linear feet, black. Furnish materials and construct.

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

Item No. C-2 – Construct 8’ Tall Fence:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct an 8’ tall fence, 370 linear feet, black. Furnish all materials and construct.

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

Item No. C-3 – Construct 10’ Tall Fence:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct a 10’ tall fence, 280 linear feet, black. Furnish all materials and construct.

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

Item No. C-4 – Construct 12’ Tall Fence:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct a 12’ tall fence, 18 linear feet, black. Furnish all materials and construct.

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

Item No. C-5 – Construct 8’ Tall Exterior Gates:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct eight (8) 48” x 8’ tall exterior gates, black. Furnish materials and construct.

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

Item No. C-6 - Construct Exterior Gates in 10’ Fence:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct two (2) 48” x 8’ tall exterior gates in 10’ fence, black. Furnish materials and construct.

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

Item No. C-7 – Construct 4' Tall Exterior Gates:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Construct four (4) 48" x 4' tall exterior gates, black. Furnish materials and construct.

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

Item No. C-8 – Install Sleeve and Net Post Sets:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and install sleeve and 8 net post sets (pickleball).

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

Item No. C-9 – Install Pickleball Nets:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and install 8 nets (pickleball).

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

Item No. C-10- Install Tennis Sleeve and Net Post Set:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and install sleeve and one (1) net post set (tennis).

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

Item No. C-11 – Install Tennis Net:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and install one (1) net for tennis.

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

Item No. C-12 – Install Basketball Backboard, Post, and Net:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and install one (1) basketball backboard, post, and net.

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

Item No. D-1 – Install ¾" PVC Electrical Conduit:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and install ¾" PVC electrical conduit, 650 linear feet.

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

Item No. D-2 - Relocate Existing Electrical Cabinet:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Relocate existing electrical cabinet and connect to existing service. Rewire four (4) existing lights and irrigation pump.

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. D-3 – Wire Exterior Rated Outlet Boxes:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Install and wire nine (9) exterior rated outlet boxes.

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

Item No. D-4 – Install LED Fixtures:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Install four (4) new LED fixtures on existing poles (Model ALED4T150NK/PCS2).

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

Item No. E-1 – Install Water Fountain:

See Appendix A – LBCC Pickleball Court Improvements for specifications, details, and project design.

Furnish and install water fountain (Model ELKAYLK4420). Connect to existing water line and install frost-free yard hydrant. Connect fountain drain to existing sewer lateral.

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

LIST OF APPENDICES

- A. LBCC Pickleball Court Improvements - Construction Drawings and Plans (**11" × 17" available on request**)
- B. Project Location Map
- C. LBCC Site Map