

CONTRACT DOCUMENT

FOR CONSTRUCTION OF

**CITY OF SWEET HOME
FY 2021 Overlay Program Project Phase 2**

Department of Public Works, Engineering Division
1400 24th Avenue
Phone 541.367.6359

April 21, 2021

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INSTRUCTIONS TO BIDDERS

Sealed bids for the **FY 2021 Overlay Program Project Phase 2** will be received on behalf of the City of Sweet Home by Greg Springman at 1140 12th Avenue, Sweet Home, OR 97386 until bid closing time of **2:00 PM local time on Tuesday, May 18, 2021**. Bids will be held but not opened until **4:00 PM** (the submittal deadline for the “First-Tier Subcontractor Disclosure Form”). The outside of the Bid envelopes shall be clearly marked **FY 2021 Overlay Program Project Phase 2** and show (1) the Bidder’s name, (2) the Bid Opening time and date and (3) the Bidders CCB license number, and shall be delivered to the City of Sweet Home by or before the above listed bid closing time.

The City will require that for projects greater than \$100,000, the “First-Tier Subcontractor Disclosure Form” as contained in the bidding documents, be submitted with the bid documents in a separate sealed envelope by the Bid Closing or within two working hours of the Bid Closing, not later than **4:00 PM local time Tuesday, May 18, 2021**. The envelope shall be clearly marked “**Disclosure Form for FY 2021 Overlay Program Project Phase 2**”, and shall include (1) Bidders name, and (2) the submittal time and date deadline. Bidders who fail to submit the required disclosure will be considered non-responsive. Immediately following the disclosure deadline, the bids shall be opened and publicly read. **Submittals by Facsimile or Electronic Data Interchange (EDI) will not be accepted.**

Contract specifications, and plan sets – in PDF file format –, may be obtained from the Bids and RFPs menu off the Government on the City of Sweet Home website at <https://www.sweethomeor.gov/rfps>. Questions about the project elements may be directed to Trish Rice, Engineering Technician, Sweet Home Public Works, 1400 24th Avenue, Sweet Home, Oregon, 97386, contact by phone at 541-818-8037, or email price@sweethomeor.gov.

Each bidder must possess or have access to the 2021 Oregon Standard Specifications for Construction. These are available online at: https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

No bid shall be received or considered unless the bidder is registered with the Construction Contractors Board for construction projects or licensed with the Landscape Contractors Board for landscaping projects.

Bidders Checklist: All prospective bidders must include the following:

- Each bid must contain a statement as to whether the Bidder is a resident Bidder, as defined in ORS 279C.365. In determining the lowest responsible bidder, the City of Sweet Home will, for the purpose of awarding the Contract, add a percentage increase on the bid of a nonresident bidder equal to the percentage, if any, of the preference given to that bidder in the state in which the bidder resides.
- All bids shall contain a statement declaring that the Bidder agrees to comply with the provisions of ORS 279C.800 to 279C.870 regarding payment of prevailing wages and the Bureau of Labor and industries fee.
- The project bid document set, with names and corporate information of the bidder, schedule of prices completely filled out, additional addendum items if any; however, project drawings do not need to be included.
- The First-Tier Subcontractor Disclosure Form as noted above.
- Each bid must contain Surety and Bond information.
- 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 Sweet Home within ten (10) days after the date of the Notice of Award.

The City may reject any bid not in compliance with all prescribed public procedures and requirements, and may reject for good cause any and all submittals upon a finding of the City that it is in the best interest to do so, as determined solely by the City.

BID

To the Honorable Mayor and City Council
City of Sweet Home, Oregon 97386

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 bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid. The bidder has received and considered the following Addenda to specifications, if any, of revisions and/or additions to the plans;

No. _____ to No. _____, inclusive; Plan Revision Sht. No. _____; Plan Addition Sht. No. _____.

The minimum bid submittal requirement for this project shall include this Bid form and schedule(s) of prices, bid bond as required, first-tier subcontractor form and all other required attachments. All Contract Documents are included in this Bid by reference, whether attached or not.

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

The Bidder further declares that the provisions required by the Oregon Revised Statutes ORS 279C.800 relating to Prevailing Wage Rates shall be included in and made a part of the Contract. The Bidder further declares that all applicable sections relating to Public Contracts as set forth in ORS 279A to 279C have been complied with in making this bid, and, as required, shall be made a part of the Contract Documents as completely as if the same were fully set forth herein.

The Bidder further declares that they are registered, or shall become registered if awarded a contract, with the Construction Contractor's Board, and possess such additional licenses and certifications as required by law for the performance of the Work proposed herein as required by OAR 812.

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.

CONTRACT EXECUTION, BONDS AND CERTIFICATES OF INSURANCE

The Bidder agrees that if this bid is accepted, a Contract with the City of Sweet Home, Oregon, will be executed within ten (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 Sweet Home the Performance and Payment Bond required by Subsection 00130.4 of the Oregon Standard Specifications for Construction (as revised), the certificates of insurance as specified in these documents, and will, to the extent of this bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified or shown in the Contract Documents.

It is the intent of the City of Sweet Home to award the Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The City of Sweet Home shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the City of Sweet Home's judgment, is in the City of Sweet Home's own best interest. In submitting this Bid, it is understood that the City of Sweet Home reserves the right to accept or reject in part or in whole, any and all bids received, to adjust the scope of the work within reasonable limits, to postpone award for a reasonable time, or award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects as allowed by law. The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

BIDDING, CONSTRUCTION, AND COMPLETION DATES

Sealed bids will be received at the City of Sweet Home Public Works Department at 1140 12th Avenue until
2:00pm on Tuesday, May 18, 2021 (Time & Date)
with 1st Tier Subcontractor Disclosure Forms until
4:00pm on Tuesday, May 18, 2021 (Time & Date)

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed issued on or near;
May 26, 2021 (Date)
and, to complete the construction, in all respects by;
November 12, 2021 (Date)

Completion schedule – if not defined to certain date above – shall be set per #s of days as follows:
(Days)

Calendar days that inclement weather or adverse site conditions preclude normal construction activities shall be considered exempt.

RETAINAGE

To ensure the proper performance of the Contract, the City shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

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, if required as specified in the Special Provisions I portion of this contract documents, shall be paid to the City of Sweet Home, Oregon, as provided under Subsection 00180.85 of the Oregon Standard Specifications.

BID BOND

Accompanying this bid is a certified check, cashier's check or Bidder's Bond in the sum of

Dollars & Cents (\$), (10% of total contract price)
according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event that this bid 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 bid, the Surety which will provide the Performance and Payment Bond will be:

(Name)
(Address)
(City, State)

LUMP SUM OR UNIT PRICE WORK, MANNER of PAYMENT

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. The amounts shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words shall govern.

BIDDER

The name of the Bidder submitting this bid is:

(Name)

(Address)

(City, State, Zip)

(Telephone)

(Email)

(Federal Tax ID No)

(Construction Contractor Board No)

(Workers' Comp Ins. Co.)

(Workers' Comp Policy/Binder No)

The above Bidder's name and address is the address to which all communications concerned with this bid and with the Contract shall be sent.

In accordance with ORS 279C.365, Bidder hereby declares that it (circle correct designation) **is / is not** a resident Bidder. If the bidder is non-resident, indicate _____5_____ % preference of your state resident bidders.

In accordance with ORS 279C.800 to 279C.870, Bidder hereby declares that it complies with provisions for labor, materials, Industrial Accident Fund, liens, withholding taxes, and employee drug testing.

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

If Sole Proprietor of Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 20____.

(Signature of Bidder)

(Title)

If Corporation: IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

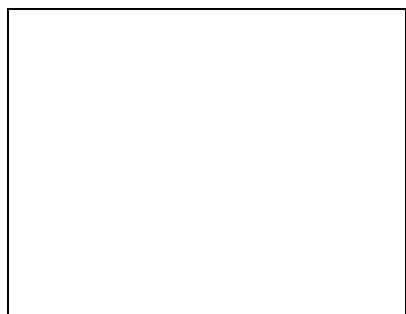
(Name of Corporation)

(By)

(Title)

(Attest)

Secretary (Mandatory Signature)



(SEAL)

CONTRACT

THIS CONTRACT, made between the CITY OF SWEET HOME, a municipal corporation, hereinafter called "Owner" 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 2021 Oregon Standard Specifications for Construction, the Special Specifications bound 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 Oregon Standard Specifications for Construction, the Special Specifications, 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, 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 Owner, its officers, agents, and employees harmless 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 Owner 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 279C, 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 Owner hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279C 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 Owner further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C as though each obligation or condition were set forth fully herein.

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279A to 279C relating to Public Contracts, Purchasing, and Prevailing Wage Rates for work performed under the Contract with the Owner are made part of this Contract as completely as if the same were fully set forth herein.

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 Owner 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 bid.

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 FY 2021 Overlay Program Project Phase 2

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.

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, including those incurred on appeal.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, the Contract and affixed their respective official seals.

CONTRACTOR:

OWNER:

CITY OF SWEET HOME, OREGON:

APPROVED AS TO FORM:

City Attorney

DATE: _____

DATE: _____

By: _____

By: _____

Public Works Director

Title: _____

By: _____

City Manager

By: _____

Title: _____

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

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

BID BOND

DATE. _____

BOND NO. _____.

AMOUNT OF BID: _____(\$).

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as Principal, hereinafter called the PRINCIPAL, and

(Name of Surety)

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, hereinafter called the Surety, are held firmly and bound unto the City of Sweet Home, Oregon, as Obligee, hereinafter called the OBLIGEE, in the sum of

_____ Dollars & Cents (\$ _____), (10% of total contract price)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, 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 or its Bid for _____, said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contracts Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or on the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

A certified copy of the agent's power-of-attorney must be attached hereto.

Signed and sealed this _____ day of _____, 20____

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), *(total contract price)*

to the Owner for the payment of labor, materials, and equipment furnished for the use in the performance of the Contract, which is incorporated herein by reference. The Contractor and Surety, jointly and severally, agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments, hereto, upon amendment to the Contract not increasing the Contract Price more than twenty five percent (25%). The term "amendment wherever used in this Bond, and whether referring to this Bond, the Contract, or the loan documents, shall include any alteration, extension, or modification of any character whatsoever.

With respect to the Owner, this obligation shall be null and void if the Contractor: 1) promptly makes payment, directly or indirectly, for all sums due Claimants, and 2) defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract.

With respect to Claimants, this obligation shall be null and void if the contractor promptly makes payment, directly or indirectly, for all sums due.

A Claimant is defined as persons claiming to have supplied labor or materials, for the prosecution of the work provided for in the Construction Contract, including any person having a direct contractual relationship with the Contractor furnishing the Bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming monies due to the State Accident Insurance Fund Corporation, State Department of Unemployment Trust Fund, or the Department of Revenue, in connection with the performance of the Construction contract, has a right of action on the Contractor's Board as provided in ORS 279C.380 only if: 1) the person or the assignee of the person has not been paid in full; and 2) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and the Secretary of State, in the Construction Contract with a state agency, or the clerk or auditor if the public body is other than a state agency.

The intent of this Bond shall be to include without limitation, the terms 'labor, materials or equipment, that part of water, gas, power, light, heat, oil. Gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

The Contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, who has not paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this Bond. The Owner shall not be liable for the payment of any costs or

expenses including attorneys' fees which the Owner may incur in connection with its defense of any such right of action.

No suit or action shall be commence on this Bond by any Claimant: 1) Unless claimant shall have given written notice to the Contractor and the Secretary of State, if the Contractor with a state agency, or the clerk or auditor of the public body which let the Contract if the public body is other than a state agency, within one hundred twenty (120) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, or hand delivered in an envelope addressed to the Contractor, and such other entity who is to receive notice, at any place where that party maintains an office, conducts business, or at its residence, or delivered to that location. 2) After the expiration of two (2) years from the date on which the Claimant last performed labor, materials or equipment. Any limitation embodied in this Bond, which is prohibited by any law controlling the project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

When the Claimant has satisfied the conditions of the above, the Surety shall promptly and at the Surety's expense take the following actions: 1) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amount that are undisputed and the basis for challenging any amount that are disputed. 2) pay or arrange for payment of any undisputed amounts.

The Surety's total obligation shall not exceed the amount of the bond and any amendment thereto as outlined above, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

The Surety shall not be liable to the Owner, Claimants or others for obligation of the contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, otherwise have obligations to Claimants under this Bond.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Definitions: 1) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20_____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Sweet Home, 1140 12th Avenue, Sweet Home OR 97386

(Owner)

FY 2021 Overlay Program Project Phase 2

(Project)

None

(Bond Modifications)

PERFORMANCE BOND

DATE. _____

BOND NO. _____

TOTAL BID AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we

(Name of Contractor)

as CONTRACTOR (Principal), and

(Name of Surety)

a corporation, duly organized to do a general surety business in the State of Oregon as SURETY, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns firmly in the sum of

Dollars & Cents (\$ _____), *(total contract price)*

to the Owner for the performance of the Construction Contract and any extension thereof, and during the twelve (12) month guaranty period which contract, extension and guaranty are incorporated herein by reference.

If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in the following paragraph.

If there is no Owner Default, the Surety's obligation under this Bond shall arise after: 1) The Owner has notified the Contractor and the Surety at its address described on the signature page herein, that the Owner is considering declaring the contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held no later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and 2) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in the above paragraph; and 3) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the Owner.

When the Owner has satisfied the conditions of the above paragraph, the Surety shall promptly and at the Surety's expense take one of the following actions: 1) Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or 2) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, which agents or independent contractors shall be acceptable to the Owner; or obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in the following paragraph in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or 4) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: 4a) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or 4b) Deny liability in whole or in part and notify the Owner citing reasons therefore.

If the Surety does not proceed as provided in the above paragraph with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to

enforce any remedy available to the Owner. If the Surety proceeds as provided in the above paragraph, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under the second above paragraph, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for: 1) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract; 2) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under the second above paragraph; and 3) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted with two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

The Surety shall not be liable to the Owner or others for obligation of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and to other obligations.

Notice to the Surety, the Owner or the Contractor shall be mailed by certified or registered mail or delivered to the address shown on the signature page.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Definitions: 1) Balance of the Contract Price; The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

2) Construction Contract; The agreement between the Owner and the Contractor identified on the signature page, including all contract Documents and changes thereto.

3) Contractor Default; Failure of the contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction contract.

4); Owner Default; Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction contract or to perform and complete or comply with the other terms thereof.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____, 20_____.

(Corporate Seal)

Principal

Title:

Street/City Address

(Corporate Seal)

Surety

Title:

Street/City Address

(Corporate Seal)

Surety Witness:

Title:

Street/City Address

City of Sweet Home, 1140 12th Avenue, Sweet Home OR 97386

(Owner)

FY 2021 Overlay Program Project Phase 2

(Project)

None

(Bond Modifications)

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **FY 2021 Overlay Program Project Phase 2****Bid Closing Date & Time:** Tuesday, May 18, 2021, 2:00 PM.**Bid Open Time:** Tuesday, May 18, 2021, 4:00 PM.**Disclosure Due Date & Time:** Tuesday, May 18, 2021, 4:00 PM.

Bid total greater than \$100,000? _____ (Yes / No, if No, subcontractor information is not required).

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on this form.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000, see ORS 279C.370. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000 whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing:

- The name of each subcontractor, and
- The category of work to be performed, and
- The dollar value of the subcontract.

Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370 and its amendments is a matter of Responsiveness. Bids that are submitted by the Bid Closing Time, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

Subcontractor's Name	Category of Work	Dollar Value of Subcontract

Use additional sheets of this page if necessary.

Submitted by: _____ (Bidder & Contact Name), _____ (Phone #).

BID FORM

	ITEM DESCRIPTION WITH BID UNIT PRICE	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT
Bid Schedule E. 4th Ave North of Holley Rd					
1	Mobilization, Cleanup, Traffic & Erosion Control	LS	1	LUMP SUM	
2	Road Surface Pretreatment	SY	1,890		
3	Level 2, 1/2" ACP Mixture	TON	240		
4	Sawcutting	LF	450		
5	Excavation	CY	35		
6	3/4"-0 Aggregate Base	TON	30		
7	Valve Can Raise	EA	1		
8	Manhole Raise	EA	2		
	Total Bid Project Cost, Schedule E				

Bid Schedule F. 42nd Ave South of Long St					
9	Road Surface Pretreatment	SY	3,750		
10	Level 2, 1/2" ACP Mixture	TON	430		
11	Sawcutting	LF	250		
12	Excavation	CY	20		
13	3/4"-0 Aggregate Base	TON	20		
14	Valve Can Raise	EA	6		
15	Manhole Raise	EA	4		
	Total Bid Project Cost, Schedule F				

Bid Schedule G. Locust St and 54th Ave					
16	Road Surface Pretreatment	SY	965		
17	Level 2, 1/2" ACP Mixture	TON	110		
18	Sawcutting	LF	100		
19	Excavation	CY	5		
20	3/4"-0 Aggregate Base	TON	5		
21	Valve Can Raise	EA	-		
22	Manhole Raise	EA	1		
	Total Bid Project Cost, Schedule G				

Bid Schedule H. Larch St and Locust St off 49th					
23	Road Surface Pretreatment	SY	3,115		
24	Level 2, 1/2" ACP Mixture	TON	345		
25	Sawcutting	LF	100		
26	Excavation	CY	20		
27	3/4"-0 Aggregate Base	TON	10		
28	Valve Can Raise	EA	3		
29	Manhole Raise	EA	2		
	Total Bid Project Cost, Schedule H				

Bid Schedule I. Poplar St and Osage St between 52nd between and 53rd Ave, and 52nd Ave					
30	Road Surface Pretreatment	SY	2,170		
31	Level 2, 1/2" ACP Mixture	TON	485		
32	Sawcutting	LF	300		
33	Excavation	CY	15		
34	3/4"-0 Aggregate Base	TON	15		
35	Valve Can Raise	EA	2		
36	Manhole Raise	EA	2		
0	Total Bid Project Cost, Schedule I				

Bid Schedule J. Vine St. off of 18th					
37	Road Surface Pretreatment	SY	1,615		
38	Level 2, 1/2" ACP Mixture	TON	200		
39	Sawcutting	LF	300		
40	Excavation	CY	30		
41	3/4"-0 Aggregate Base	TON	25		
42	Valve Can Raise	EA	1		
43	Manhole Raise	EA	2		
	Total Bid Project Cost, Schedule J				

Bid Schedule K. Poplar St west of 9th Ave					
44	Road Surface Pretreatment	SY	500		
45	Level 2, 1/2" ACP Mixture	TON	65		
46	Sawcutting	LF	100		
47	Excavation	CY	10		
48	3/4"-0 Aggregate Base	TON	10		
49	Valve Can Raise	EA	1		
50	Manhole Raise	EA	1		
	Total Bid Project Cost, Schedule K				

Bid Schedule L. 13th Ave and Osage St					
51	Road Surface Pretreatment	SY	1,225		
52	Level 2, 1/2" ACP Mixture	TON	160		
53	Sawcutting	LF	300		
54	Excavation	CY	30		
55	3/4"-0 Aggregate Base	TON	25		
56	Valve Can Raise	EA	1		
57	Manhole Raise	EA	1		
	Total Bid Project Cost, Schedule L				

Bid Schedule M. Nandina St between 54th & 56th					
58	Road Surface Pretreatment	SY	450		
59	Level 2, 1/2" ACP Mixture	TON	60		
60	Sawcutting	LF	100		
61	Excavation	CY	10		
62	3/4"-0 Aggregate Base	TON	10		
63	Valve Can Raise	EA	-		
64	Manhole Raise	EA	1		
	Total Bid Project Cost, Schedule M				

Total Bid Project Cost Schedule E through M				
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PREVAILING WAGE for PUBLIC WORKS CONTRACTS

OREGON BOLI SPECIFICATIONS

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 Sweet Home 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 in accordance with ORS 279C.838 and 279C.840.

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/employers/Pages/prevailing-wage-rates.aspx>

Prevailing wage rates that apply to this contract are the **January 1, 2021**, Prevailing Wage Rates for Public Works Contracts in Oregon and the **October 1, 2020**, PWR Apprenticeship Rates.

FY 2021 Overlay Program Project Phase 2 does not use federal funds and does not require Davis-Bacon rates. Only Oregon BOLI Prevailing Wage Rates apply to this project.

If the 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).

The contractor shall pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540.

The contractor shall give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)

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.

Contractors and subcontractors which are on BOLI's List of PWR Contractors Ineligible to Receive Public Works Contracts, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest, are ineligible to receive public works contracts until removed from the list. The current version of the list is available on the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>

PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

Oregon BOLI Law ORS 279C.530

The contractor shall make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)

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.

PUBLIC WORKS BOND

Oregon Public Contracting Law

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

The contractor shall include in every subcontract a provision requiring the subcontractor to have said Public Works Bond filed with the Construction Contractor's Board before starting work on the project, unless the subcontractor is exempt. The contractor is required to verify that subcontractors, unless exempt, have filed a public works bond before permitting a subcontractor to start work on a project.

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <https://www.oregon.gov/boli/employers/Documents/public-works-bond.pdf>.

RECIPROCAL PREFERENCE LAW

Oregon's Reciprocal Preference Law

Oregon's reciprocal preference law, ORS 279A.120, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. For example, 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.

OAR 125-246-0310: Reciprocal Preferences.

- (1) When evaluating offers according to OAR 125-247-0255 through 125-247-0260, 125-249-0390 or 125-249-0640 through 125-249-0660, Authorized Agencies must add a percentage increase to the Offer of a Nonresident Offeror equal to the percentage, if any, of the preference that would be given to that Offeror in the state in which the Offeror resides. An Authorized Agency may rely on the list maintained by the Department according to ORS 279A.120(4) to determine:
 - (a) Whether the Nonresident Offeror's state gives preference to in-state Offerors; and if so,
 - (b) The amount of such preference (Percentage).
- (2) Authorized Agencies must add a percentage to the Offer that matches the Percentage described in Section (1) before determining Tie-Offers in accordance with OAR 125-246-0300.

The National Association of Procurement Officials (NASPO) has gathered information on preference laws of all states. See <https://www.naspo.org/research-innovation/state/OR> for more details. This list is for your use in making contract awards under Oregon's reciprocal preference law. If you are in need of any assistance in the application of this law, please call or contact the State Procurement Office:

State of Oregon
Department of Administrative Services
State Procurement Office
1225 Ferry Street SE, U-140,
Salem, OR 97301-4285.
Tel: 503-378-4642.

PROJECT DRAWINGS (SEPARATE ATTACHMENT)

CONSTRUCTION DETAILS

See Attached.

SPECIAL PROVISIONS I
GENERAL REQUIREMENTS AND INFORMATION

The Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project.

NOTE: All codes, standards, workmanship, material testing, general items, products, execution, special provisions, measurement and payments etc., are well documented in the Specifications noted above, and are NOT repeated here, but are included herein in whole or in part as reference and shall be applicable.

DESCRIPTION NARRATIVE OF WORK

The project work is the AC Paving Overlay, application of tack coat, construction of transitions, and related utility work on various city streets as noted in the schedule listing below. All quantities are estimated.

Schedule E is the placement of 240 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, the pretreatment of 1,890 square yards of road surface on the Streets of 4th Avenue. The Work includes all required sawcutting (450 linear feet), excavation (35 cubic yards), and ¾"-0 aggregate base (30 tons) to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (1) and manhole, (2), as necessary.

Schedule F is the placement of 430 Tons of Level 2 Asphalt Concrete Paving for both roadways and the driveways, and the pretreatment of 3,750 square yards of road surface on the Streets of 42nd Avenue. The Work includes all required sawcutting (250 linear feet), excavation (20 cubic yards), and ¾"-0 aggregate base (20 tons) to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (6) and manholes (4), as necessary.

Schedule G is the placement of 340 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, and the pretreatment of 970 square yards of road surface on the Streets of Locust Street and 54th Avenue. The Work includes all required sawcutting (100 linear feet), excavation (20 cubic yards), and ¾"-0 aggregate base (10 tons) to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (6) and manholes (4), as necessary.

Schedule H is the placement of 340 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, and the pretreatment of 3,115 square yards of road surface on the Streets of Locust Street and Larch Street. The Work includes all required sawcutting (100 linear feet), excavation (10 cubic yards), and ¾"-0 aggregate base (10 tons) to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (3) and manholes (2), as necessary.

Schedule I is the placement of 485 Tons of Level 2 Asphalt Concrete Paving for both roadways and driveways, and the pretreatment of 2,170 square yards of road surface on the Streets of Poplar Street, Osage Street, and 52nd Avenue. The Work includes all required sawcutting (300 linear feet), excavation (15 cubic yards), and ¾"-0 aggregate base (15 tons), to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (2) and manholes (2), as necessary.

Schedule J is the placement of 200 Tons of Level 2 Asphalt Concrete Paving on roadways and driveways, and the pretreatment of 1,615 square yards of road surface on the Streets of Vine Street. The Work includes all required sawcutting (300 linear feet), excavation (30 cubic yards), and ¾"-0 aggregate base (25 tons), to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (1) and manholes (2), as necessary.

Schedule K is the placement of 65 Tons of Level 2 Asphalt Concrete Paving on roadways and driveways, and the pretreatment of 500 square yards of road surface on the Streets of Poplar Street. The Work includes all required sawcutting (100 linear feet), excavation (10 cubic yards), and ¾"-0 aggregate base (10 tons), to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (1), and manholes (1), as necessary.

Schedule L is the placement of 160 Tons of Level 2 Asphalt Concrete Paving on roadways and driveways, and the pretreatment of 1,225 square yards of road surface on the Streets of 13th Avenue and Osage Street. The Work includes all required sawcutting (300 linear feet), excavation (30 cubic yards), and ¾"-0 aggregate base (25 tons), to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (1), and manholes (1), as necessary.

Schedule M is the placement of 60 Tons of Level 2 Asphalt Concrete Paving on roadways and driveways, and the pretreatment of 450 square yards of road surface on the Streets of Nandina Street. The Work includes all required sawcutting (100 linear feet), excavation (10 cubic yards), and ¾"-0 aggregate base (10 tons), to construct transitions between adjacent roads and driveways. Additionally, the Work includes raising all valve cans (1) and manholes (1) as necessary.

TIME AND PLACE OF RECEIVING BIDS

Sealed bids will be received at the City of Sweet Home Public Works Department at 1140 12th Avenue, Sweet Home, Oregon, at which time as noted in the bid documents, the sealed bids will be publicly opened and read. Bids submitted after the specified time will not be received or opened.

The City of Sweet Home reserves the right to accept the bids and award a contract to the lowest responsible bidder; to postpone the acceptance of the Bid and the award of the contract for a period not to exceed thirty (30) calendar day; or to reject any and all bids received and further advertise the project for bids. The City of Sweet Home may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

The City of Sweet Home reserves the right to accept all, or any component in part, any Bid Schedule (e.g. A, B,...) grouped bid items, or individual bid items as noted in the specifications.

CONSTRUCTION SCHEDULE

The work, as described in these Plans and Specifications, is to begin no earlier than that approved by City Council and noted in the Notice to Proceed. Following the Award of Contract, and prior to issuance of the Notice to Proceed, a Pre-Construction meeting will be held, at which the Contractor shall submit a written Work Schedule, Traffic Control Schedule, Erosion Control Plan, or other documents to the Engineer. The Work Schedule shall specify the project work days to be utilized within the allowable completion time. Failure to complete the work within the completion time prescribed shall be considered cause for assessing liquidated damages, as set forth in Paragraph "LIQUIDATED DAMAGES" of these Special Provisions.

The construction schedule, as approved by the Engineer, will be an integral part of the Contract and will establish interim contract completion dates for the various activities. "Day" used throughout the Contract, unless otherwise stated, means "calendar day". Should any activity not be completed within five (5) days after the stated scheduled date, the Engineer shall have the right to order the Contractor to expedite completion of the activity by whatever means the Engineer deems appropriate and necessary without additional compensation to the Contractor.

It is expressly understood, and agreed, that failure by the Engineer to exercise the option to either order the Contractor to expedite an activity, or to expedite the activity by other means, shall not be considered precedent setting for any other activities.

TYPE OF BID

The Bid for the work is to be submitted on a unit price basis as called for in the Bid. The estimate of quantities of work to be done as tabulated in the Bid, and although stated with as much accuracy as possible, is approximate only, and is assumed solely for the convenience of the Contractor while assembling the Bid.

BASIS OF AWARD

Award, if made, will be to a lowest responsible bidder (as defined by O.R.S.) for any combination of schedules as stated above which is determined by the City to be in the City's best interest to award.

PERMITS

The contractor shall be responsible for acquiring any permits necessary for the completion of the work, i.e. fill & grade, water & wastewater plumbing, stormwater, or building construction on private property.

INCIDENTAL ITEMS

It is the intent of these documents that the bid items listed in the Bid shall provide full and complete payment for this project, as described in the Plan and Specifications. Payment for any incidental items, whether noted on the Plans and Specifications or not, which are necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, shall be considered to have been included with the Bid.

PREQUALIFICATION

Prequalification is not required for this project.

When they occur if stated in the Instructions to Bidders, statements on standard ODOT or AGC Form 40 forms must be received by the City of Sweet Home on the date stated. Prequalification shall state the bidder's experience in handling work of this type and magnitude, availability of equipment and supervisory personnel, giving references on previous similar projects, etc. Bids that are submitted by Contractors that have not prequalified will be considered non-responsive, and the bid will not be opened. Faxed Prequalification statements will not be accepted.

UTILITIES

The utilities shown on the Plans are located to the best degree possible from the information available, but are not guaranteed to be either accurate or complete. The existence of existing utility conflicts, not indicated on the Plans, shall not be the basis of extra work claims except that the cost of extra materials actually required to perform the work, and incorporated into the work, may be submitted for reimbursement in accordance with the General Conditions. The decision of the Engineer, as to the validity of such claims, shall be final. IN ACCORDANCE WITH ORS 757.542 TO 757.562 inclusive, it shall be the responsibility of the Contractor to notify all utility companies and organizations of his intention to begin construction. The Contractor alone shall be responsible for protecting all utilities and replacing utilities damaged by the Contractor during construction.

LIMITATION / SUBMISSION REQUIREMENTS

The City of Sweet Home reserves the right to:

- Accept or reject any or all bids received as a result of the RFB,
- Negotiate with qualified Bidders, as allowed by law.
- Cancel any RFB, in part or in whole, if it is determined to be in the best interest of the City to do so,
- Award to the selected firm or contractor any subsequent engineering design and construction services contract, part or in whole, for recommended capital projects,
- The RFB does not commit the City of Sweet Home to pay any costs incurred to prepare a bid.

SAFETY REQUIREMENTS

The Contractor shall have the sole responsibility for complying with the requirements of the Oregon Occupational Safety and Health Code, particularly Division 3, OAR 437-003, "Construction". Failure of the Contractor to comply

with specific requirements shall be the Contractor's liability. No liability for safety violations will be assumed by the Engineer, City, or other involved parties. The Contractor shall comply with all Federal, State, County and City regulations.

PROTECTION OF FACILITIES

The Contractor shall make provisions for protection of all work during the period of construction, and shall repair or replace any facilities damaged by flood, fire, vandalism, neglect, or other means prior to acceptance of the completed facility by the Owner.

INSPECTION/ENGINEER

The term Inspector, Engineer, or the authorized representative of the Owner, for the purposes of approving materials and workmanship, shall be the City of Sweet Home.

SPECIFICATIONS

The Contractor shall perform all work in conformance with the construction drawings, special provisions and in compliance with the Oregon Standard Specifications for Construction (as revised) as if said specifications were bound herewith, or as they may be modified by the Special Provisions herein.

PROJECT WARRANTY

In addition to other specific warranties required by these Specifications, all work, including material and workmanship supplied by the Contractor shall be warranted to be free of defect for one (1) year from the date the written Final Acceptance by the City of Sweet Home. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs, and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the Work, and the Contractor and his surety shall be liable for the cost thereof.

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

This shall include all temporary protection and direction of traffic per Oregon Standard Specifications for Construction, ODOT specifications, and as shown on the drawings or as stated herein. Traffic Control shall be per current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Traffic control devices which are expected to be in place for the duration of the project may be shown on the drawings. The Contractor shall provide such other traffic control devices as may be required at locations where construction is of short duration (i.e., street intersections and access to private property).

Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Night time protection with lighted barricades may be required. Emergency vehicles must have access or have access provided when needed.

A traffic control plan shall be submitted to the Engineer for review and approval. Following approval, the plan SHALL BE ADHERED TO AT ALL TIMES. The Contractor may find it necessary to consider various traffic control options for different stages of construction. Limited street closure to through traffic will not be allowed on this project. The Contractor must submit and receive approval from the Engineer prior to any modifications to the approved plan. If, in the opinion of the Engineer, the Contractor fails to comply with the drawings or the approved traffic control plan, or fails to protect the public safety, in addition to other penalties as described in the Standard Construction Specification, payment for this item shall be reduced at the discretion of the Engineer.

The Contractor shall furnish the Engineer with the name and phone number of a responsible person with authority to ensure that the provisions of the plan are complied with, particularly with regard to 24 hour availability to provide a one (1) hour response to problems. The Contractor shall, at all times, protect access to private property.

Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be out of use. Maintaining access at all times to adjoining properties shall be incidental to the

Contract and no extra payment shall be made for work relating to maintaining access, including temporary rock or asphalt necessary for the convenience and safety of the public.

EROSION CONTROL

As required per DSL, COE, DEQ, and any other National permits. All construction activities shall conform to City NPDES permit and Stormwater Control Best Management Practices.

Erosion control measures shall protect excessive sediment runoff into catchbasins or ditch channels located at or near the work areas. Material deposits in excess must be removed by the contractor. The City of Sweet Home will not provide removal. This will include control of runoff from any areas used for staging when or if the staging area is in a portion of the street right-of-way.

FINAL CLEANUP

Final cleanup of all work sites or staging areas shall remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities. This may also include periodic street sweeping regularly since there are local residents within the work zone.

LIQUIDATED DAMAGES

Liquidated Damages will **not** be necessary on this project.

On projects if they were to occur, and would be as noted in the Instructions to Bidders, liquidated damages would be assessed as described in Section 00180.85 of the Oregon Standard Specifications for Construction. Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of Two Hundred Dollars (\$200) per day per Schedule for each and every day that the project remains uncompleted beyond the time period outlined in the Construction Schedule.

BONDING REQUIREMENTS

A performance bond and payment bond in the amount of 100% of the contract price shall be furnished to the City of Sweet Home upon executing the contract.

A warranty bond for one year is required from the date of the acceptance by the City. The City of Sweet Home shall be named on the bond as the project Owner.

QUALITY CONTROL TESTING

The Owner reserves the right to perform any testing as may be required to determine compliance with the specifications. Costs for such testing shall be the Owner's responsibility unless testing indicates noncompliance. Costs for such testing indicating noncompliance shall be borne by the Contractor. Noncomplying Work shall be corrected and testing will be repeated until the Work complies with the specifications. Contractor shall pay any costs for retesting non-complying Work.

The Contractor shall cooperate in every respect with the activities of the testing agency.

PROPERTY PIN AND SURVEY/GPS MONUMENT PROTECTION

All property pins adjacent to and within the work area shall be protected from disturbance. If property corners are disturbed during the course of the work, and are not specifically referenced in the Bid Tabulations as requiring setting or resetting, they shall be replaced by a licensed surveyor at the Contractor's expense.

The care and protection, and replacement of damaged or dislodged property monumentation shall also apply to all City and Linn County Survey Markers, GPS Monuments, DLC Corner Monuments, and other position control points.

PRE-BID MEETING

A Pre-Bid meeting will not be required on this project.

PRE-CONSTRUCTION MEETING

A Pre-Construction meeting will be required on this project after the bidder award. When it occurs as noted in the Instructions to Bidders, the meeting will be located at City Hall, and scheduled to take place anytime within ten (10) working days following the Notice of Award. Weather and or other construction scheduling issues may modify this time frame. The Construction Contract and the Notice to Proceed will generally be issued at the meeting.

RETAINAGE

To ensure the proper performance of the Contract, the Owner shall retain five (5%) of the amount of each progress payment until final completion and acceptance of all work covered by this contract.

WAGES AND SALARIES

Attention of Contractors is particularly called to the requirements concerning wages to be paid to certain categories and classifications of employees.

DISPOSAL OF EXCESS MATERIAL

All excess trench excavation, existing sidewalk or curb, and other materials designated to be removed under the contract shall be disposed of off site at the Contractor's expense and in a legal manner. Fill permits, stating Contractor provided quantity, transportation carrier, and fill destination, if within the City Limits, shall be acquired by the City as needed.

PAYMENT

The contractor shall accept the compensation as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the work. Compensation shall include loss or damage arising from the nature of the work or action of the elements, or any unforeseen difficulties, which may be encountered during the prosecution of the work.

The quantities listed in the bid schedule do not govern final payment. Payments to the contractor will be made only for the actual quantities of the work performed and for the quantities of work performed as extra work or under supplemental agreement. When items of work are not listed in the bid schedule, the work shall be considered incidental and no separate payment shall be paid.

If the contract cost is determined wholly or in part, on a lump-sum basis, Engineer may use unit prices bid by Contractor in making progress estimates on the work. In case said unit prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the unit price may be used in making progress estimates.

END OF GENERAL REQUIREMENTS AND INFORMATION

SPECIAL PROVISIONS II

TECHNICAL SPECIFICATIONS

The Oregon Standard Specifications for Construction (as revised), American Public Works Association (APWA) and American Water Works Association (AWWA) Standard Specifications, and ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), etc. as applicable, are the Construction Specifications for this project. Other sections of the Oregon Standard Specifications may also apply and their omission as a direct reference herein does not relieve the Contractor from those standards. The cost of other items not specifically called for in the bid will be considered incidental to the Project and no additional payments will be made.

The General Requirements and Information references, as provided in the Special Provisions I are general in nature, those descriptions and references in the Technical Specification portion of the Special Provision II section are related more specifically to the particulars of the Project. The cost of other items not specifically called for in the Bidder's Bid will be considered incidental to the Project and no additional payments will be made.

NOTE: All codes, standards, workmanship, material type, material testing, general items, products, execution, special provisions, measurement and payments etc. related to the items noted below, are well documented in the Standard Specifications 00100 through 03010 and are NOT repeated here, but are included herein by reference.

Notification to immediately adjacent corner residents shall be made in writing by the contractor 48 hours in advance of the work. Notification shall state Project Name, Contractor Company Name, contact and phone, City Contact and Phone, the date of the work scheduled and a request to keep parked vehicles out of the corner area. Adequate warning protection will be required for pedestrians, residents, and any material stored in a staging area in the right-of-way, or roadway. Access for all residents must be maintained at all times, provide 48 hour written notice to the residents when specific driveways may be impacted.

Following this section is a map(s) showing the project work site location in Sweet Home.

Bid Items.

BID ITEM NO. 1 – Mobilization, Cleanup, Traffic & Erosion Control.

This item shall include all mobilization and final cleanup within the project area. This will also include periodic street sweeping and to provide final cleanup of all work sites or staging areas to remove construction materials, equipment, debris, and dirt or gravel from all surfaces, as well as from catch basins and storm drains, that may have been impacted by construction activities, since there are local residents within the work zone. This includes any staging area required.

This item shall include all Work Zone Traffic Control required by the City of Sweet Home, OHSA MUTCD, and Oregon Department of Transportation Standards. This bid item shall be considered full pay for all labor, materials, and equipment required to plan for, coordinate, sign, flag, detour, or direct traffic impacted by this project in accordance with Section 00225 of the ODOT Standard Specifications. A general traffic control plan shall be submitted – and approved – to the City prior to the beginning of work.

Adequate warning protection will be required for any material stored in a staging area in the right-of-way, or along the longitudinal cut drop off running lengthwise on the roadway. Night time protection of stored materials with lighted barricades may be required. This will include control of runoff from any areas used for staging when or if the staging area is a portion of the street right-of-way. Material deposits in excess must be removed by the contractor. The City of Sweet Home will not provide removal.

Access for all residents must be maintained at all times, provide written notice to the resident when specific driveways may be out of use. Emergency vehicles must have access or have access provided when needed.

This item shall include erosion control measures to protect runoff into catchbasins or drainage ditches located on the local streets where the work will be performed. Bio-Filter bags or other forms of sediment barriers may be used.

BID ITEM No. 2, 9, 16, 23, 30, 37, 44, 51, 58. – Road Surface Pretreatment.

This per square yard bid item is for the cleaning of the road surface and application of tack coat on all roadways per Oregon Standard Section 00730. Application rate shall be 0.08 gal/square yard. Tack Coat shall only be applied to clean dry surfaces, all loose material should be removed prior to application.

This material is for the roadway travel lane areas only, it is not necessary to use on driveway aprons.

BID ITEM NO. 3, 10, 24, 38, 59. – Level 2, 1/2" ACP Mixture (2" thickness).

This per Ton bid item shall include the wearing course lift of 2" thick, Level 2 Asphalt Concrete Pavement per Oregon Standard Section 00744. It shall be used for all roadway areas, driveway areas, and work area shoulder excavations and infills. For driveway aprons, pave the first 3 feet of the driveway or per City direction. Existing driveways of asphalt or concrete will be paved per City direction. This bid item includes edge widening lifts and pre-level applications necessary for the primary overlay lift. City and Contractor to verify locations.

BID ITEM NO. 17, 31, 45, 52. – Level 2, 1/2" ACP Mixture (4" thickness).

This per Ton bid item shall include two lifts of 2" thick, Level 2 Asphalt Concrete Pavement per Oregon Standard Section 00744. It shall be used for all roadway areas, driveway areas, and work area shoulder excavations and infills. For driveway aprons, pave the first 3 feet of the driveway or per City direction. Existing driveways of asphalt or concrete will be paved per City direction. This bid item includes edge widening lifts and pre-level applications necessary for the primary overlay lift. City and Contractor to verify locations.

BID ITEM No. 4, 11, 18, 25, 32, 39, 46, 53, 60. – Sawcut Asphalt.

This linear foot bid item shall include all concrete or asphalt saw cutting necessary to separate sections to be removed. All roadway locations shall be cut in a straight line, parallel to the travel lane alignment. All driveway aprons shall be cut in a straight line, perpendicular to the travel path where possible, or as specified.

BID ITEM No. 5, 12, 19, 26, 33, 40, 47, 54, 61. – Excavation.

This cubic yard bid item shall include all materials and debris removed from the areas as necessary to perform the work. This material includes all existing concrete, roadway asphalt, base rock, gravel roadway or topsoil, and general excavation necessary for the design depth of the constructed elements. Debris shall be hauled to an approved landfill or otherwise disposed of in an approved manner. If excavated material is used as fill on a property located within the City of Sweet Home, a Fill & Grade permit will be necessary from the City Building Program office in City Hall at 1140 12th Ave (contact 541-367-7993 for information).

BID ITEM NO. 6, 13, 20, 27, 34, 41, 48, 55, 62. – 3/4" Aggregate Base.

This cubic yard bid item shall include all 3/4" -0" compacted crushed rock aggregate, for use as the aggregate base of roadways and driveways. Place as shown on Plan Set or as directed by City. Use of 1"-0" material is an acceptable alternative. Material used shall be per Oregon Standard Section 02640.

BID ITEM NO. 7, 14, 21, 28, 35, 42, 49, 56, 63. – Valve Can Adjustment.

This per unit bid item shall include all valve cans that fall within the overlay. Adjustment all cans to match new road surface elevation or as directed by City. Work shall be conducted per OSSC Section 00490.

BID ITEM NO. 8, 15, 22, 28, 36, 43, 50, 57, 64. – Manhole Rim Adjustment.

This per unit bid item shall include all manholes that fall within the overlay. Adjust all manhole rims to match new road surface elevation or as directed by City. Work shall be conducted per OSSC Section 00490.

END OF GENERAL TECHNICAL REQUIREMENTS