



Public Works Department

Building Address: 311 N. Third Avenue
Stayton, OR 97383

Mailing Address: 362 N. Third Avenue
Stayton, OR 97383
(503) 769-2919

Contract Documents

and Bidding Requirements

for

Shaff Road Waterline Improvements

Mill Creek ASR Phase 1

June 2025

Prepared By:

Keller Associates

for the

City of Stayton



EXPIRES: 12-31-2026

For information regarding this Project, contact the following:
Peter Olsen PE, Keller Associates, polsen@kellerassociates.com, or
Michael Schmidt, City of Stayton, (503) 769-2919, mschmidt@staytonoregon.gov

If the Bidder obtains these Contract Documents from the City's website or is copied from a Contractor's Plan Center, it is the responsibility of the Bidders, not the City, to check for any City issued Addenda prior to the Bid Closing Date and time. To be notified of any City issued Addenda, call the Public Works Department at 503-769-2919 and request to be added to the City's Official Plan Holder's List. Bids shall incorporate all City issued Addenda and will be rejected if opened and found by the City to not be based on all City issued Addenda.

Table of Contents

<u>City Bid Forms</u>	<u>Total Pages</u>
Invitation to Bid	1 – 2
Bidder's Checklist	1 – 1
Bid Proposal	1 – 5
Bid Bond	1 – 2
First-Tier Subcontractor Disclosure Form	1 – 1
Affidavit of Non-collusion.....	1 – 1
Employee Drug Testing Program Certification	1 – 1
Certification of Non-Discrimination.....	1 – 1
Certification of Compliance with Tax Laws	1 – 1
 <u>City Contract Forms</u>	
Public Improvement Contract.....	1 – 6
Retainage Election	1 – 2
Performance Bond	1 – 2
Payment Bond.....	1 – 2
Warranty Bond	1 – 2
 <u>City Special Provisions</u>	
Special Provisions – Section I.....	1 – 6
Special Provisions – Section II.....	1 – 5
 <u>Plans (Bound Separately)</u>	1 – 14

- END OF SECTION -

City of Stayton Invitation to Bid

THE CITY OF STAYTON, OREGON HEREBY EXTENDS AN INVITATION TO SUBMIT BIDS FOR:

PROJECT NAME AND LOCATION: **SHAFF ROAD WATERLINE IMPROVEMENTS**

BID CLOSING DATE AND TIME: **DUE BY 2:00 pm, July 30, 2025**

Bids submitted shall be filed in a plain sealed envelope no later than 2:00 pm, Wednesday, July 30, 2025, addressed to the attention of Public Works Director, City of Stayton, 311 North Third Avenue, Stayton, OR 97383. Immediately following the filing deadline, the Bids will be opened and publicly read at the City of Stayton Public Works Department building, 311 N Third Avenue, Stayton, Oregon, 97383. Any Bids received after the specified date and time will not be considered.

The outside of the envelopes shall plainly identify:

- (1) Project name
- (2) Bid Closing time and date
- (3) Contractor's name
- (4) Contractor's license number (per ORS 701).

The project includes, but is not limited to, all labor, materials, and equipment necessary to construct approximately 1,375 lineal feet of 16-inch Ductile Iron pipe, 142 lineal feet of 8-inch Ductile Iron pipe, 390 lineal feet of 1-inch water service tubing, three 16-inch butterfly valves, three 8-inch gate valves, three hydrants, and performance of additional and incidental work as called for in the Plans and Specifications. The Engineer's Estimate range is \$855,000 and \$1,035,000.

The Contract Documents may be examined at the City of Stayton Public Works Building at 311 North Third Avenue, Stayton, Oregon, between the hours of 8:00 a.m. and 5:00p.m., Monday through Friday, except legal holidays; downloaded via QuestCDN at <https://www.questcdn.com/> for a non-refundable fee of \$22.00; downloaded for **free** from the City of Stayton Public Works website at <http://www.staytonoregon.gov/page/pw> Engineering; downloaded from the Daily Journal of Commerce Oregon plan room website at <https://orprojectcenter.com/projectcenter/>; or a printed set may be purchased upon payment of a non-refundable fee of \$50.00 by contacting Michael Schmidt, (503) 769-2919 or at mschmidt@staytonoregon.gov. Anyone requesting a copy of the Contract Documents to be delivered by mail is required to pay an additional non-refundable handling and postage fee of \$10.00 per set. The Contract Documents are comprised of the items listed in the City's Contract, including Plans and Specifications.

Each Bidder procuring Contract Documents will be included on the Plan Holders List maintained by the City of Stayton. Bidders shall provide a street address (not Post-Office Box) where additional information (Addenda, etc.) may be delivered via the U.S Postal Service (registered mail with return receipt requested) or via an express mail carrier and shall provide an official company contact person name with their e-mail address and contact phone numbers. Addenda and additional project information may be delivered via mail or e-mail transmission. If the Bidder obtains the Contract Documents from the City's website or is copied from a Contractor's Plan Center, it is the responsibility of the Bidders, not the City, to check the City's website regularly for any addenda, clarifications, and other pertinent notifications prior to the Bid Closing date and time. To be notified of any addenda, call the Public Works Department at 503-769-2919 and request to be added to the Plan Holder's List

All public improvements are required to conform to the 2021 City of Stayton Public Works Standard Construction Specifications. Bid prices shall reflect these Standard Specifications. Standard Specifications are available under Public Works Engineering on the City of Stayton web site at: <https://www.staytonoregon.gov/page/pw> Engineering.

Each Bidder shall comply with the stated bidding requirements and all associated Bid forms provided in the Contract Documents. A ten (10) percent Bid Bond, certified check, or cashier's check shall accompany each Bid and shall be forfeited if the Bidder fails to enter into a Contract with the City of Stayton within fifteen (15) days after the dated "Notice of Award". The successful Bidder will be required to furnish evidence of required insurance and shall furnish a faithful Performance and Payment Bond, each in the amount of one hundred percent (100%) of the total amount of the Contract. Upon successful completion of the Contract, and prior to City release of the Performance Bond, the Contractor shall furnish a completed Warranty Bond in the amount of thirty percent (30%) of the total amount of the Performance Bond, which shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract's one (1) year warranty obligations.

The Contract Documents 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 279A-C which are applicable to public contracts. Bidders are expected to be familiar with these provisions including, but not limited to, any most recent revisions to ORS 279C.

Prior to bidding of Contract, Bidder shall be qualified and competent to perform the Work and hold such licenses as required by State Statutes, Federal, and local Laws and Regulations. No Bid shall be received or considered unless the Bidder is registered with the Oregon Construction Contractors Board for construction projects, as required by ORS 701.005 through 701.128, or licensed with the Landscape Contractors Board for landscaping projects, as required by ORS 671.530. It is anticipated that asbestos will not be encountered during the Project; therefore, the requirements of ORS 468A.700 through 468A.760 do apply.

Each Bid must contain a statement as to whether the Bidder is a Resident Bidder, as required by ORS 279C.365(h). Out of State Bidders may have a percentage added to their Bids in accordance with ORS 279A.120.

Bidders on public works projects with a Contract value of \$100,000 or more, as defined in ORS 279C.370, are required to disclose within two (2) hours after Bid opening, the Bidders certain first-tier subcontractors. The Bidder shall provide the information as required on the first-tier disclosure form provided in the Contract Documents.

The City of Stayton reserves the right to waive any informality or to reject any Bid not in compliance with all prescribed bidding procedures and requirements; and may reject any or all Bids if it is in the City's best interest to do so.

For project information, contact Michael Schmidt at (503) 769-2919 or mschmidt@staytonoregon.gov.

Dated this June 30, 2025.

CITY OF STAYTON PUBLIC WORKS

- END OF SECTION -

BIDDER'S CHECKLIST

Bids shall be submitted by the closing time and to the location designated in the Notice to Contractors (Invitation to Bid). Any Bid submitted after the designated closing time or to any other location will be determined nonresponsive and will be rejected and unopened. If the Bidder submits a Bid via a delivery service (FedEx, UPS, 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.

This Bidder's Checklist has been prepared to aid Bidders in including all necessary supporting information with their Bid. Bids shall be submitted on City-provided forms with no unauthorized alterations. Failure to submit any required documents or forms will be determined nonresponsive and will be rejected. Bidders' submittals should include, but are not limited to, the following:

<u>CHECKED</u>	<u>ITEM</u>
<input type="checkbox"/> YES	Signed Bid Proposal (<i>the Bid Proposal shall be either typed, black ink, or blue ink, and all pages of the Bid Proposal shall be submitted with the Bid</i>)
<input type="checkbox"/> YES	Completed Bid Security information in the Bid Proposal
<input type="checkbox"/> YES	Addenda Acknowledged or Attached to the Bid Proposal
<input type="checkbox"/> YES	Completed Bid Schedule in the Bid Proposal
<input type="checkbox"/> YES	Resident/Nonresident Bidder Status in the Bid Proposal
<input type="checkbox"/> YES	Contractor's License Number in the Bid Proposal
<input type="checkbox"/> YES	Authority to Sign Bid Proposal if Signature is by Agent Other Than Officer of Corporation, Partner, or Owner
<input type="checkbox"/> YES	Bid Security (<i>if a Surety Bond, use standard Bidder's Bid Bond</i>)
<input type="checkbox"/> YES	Power-of-Attorney for Surety's Agent to execute Bidder's Bid Bond
<input type="checkbox"/> YES	Confirmed Bond and Insurance Companies Ratings comply with Contract Documents
<input type="checkbox"/> YES	First-Tier Subcontractor Form completed and attached, or ready to be submitted within two hours after bid closing time (<i>required under ORS 279C.370</i>)
<input type="checkbox"/> YES	Affidavit of Non-collusion (<i>completed and notarized</i>)
<input type="checkbox"/> YES	Employee Drug-Testing Program Certification (<i>required under ORS 279C.505(2)</i>)
<input type="checkbox"/> YES	Certification of Non-Discrimination (<i>required under ORS 279A.110(3)</i>)
<input type="checkbox"/> YES	Completed Project Reference Form.
<input type="checkbox"/> YES	Applicable BOLI Prevailing Wage Rates have been checked/applied to the Bid Proposal.

- END OF SECTION -

Bid Proposal

TO: CITY OF STAYTON, a Municipal Corporation in the State of Oregon

PROJECT NAME: SHAFF ROAD WATERLINE IMPROVEMENTS

KNOW ALL PERSONS BY THESE PRESENTS, as a Bidder on the above-named public improvement project, hereby certifies, represents, and warrants to the City by the signing of this Bid Proposal that:

The Bidder has fully examined and carefully studied the Contract Documents and understands the Bidding requirements and procedures for the Contract; that the Project Site where the Work is to be performed has been fully examined, personally inspected, and the Bidder is fully informed of all the conditions to be encountered and of all federal, state, or local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work; that the Bidder is satisfied as to the quantities of materials, items of equipment and other items of Work, including the fact that the description of the quantities of work and materials as included in the Bid Schedule 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 this Bid Proposal is made according to the provisions and within the terms and conditions of the Contract Documents, which documents are hereby made a part of this Bid Proposal.

The Bidder has obtained, fully examined and carefully studied using its own judgment regarding the interpretation of such information, all additional or supplementary examinations, investigations, explorations, tests, studies, or data which may affect the cost, progress, performance, or furnishing of the Work; and, that the Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid within the terms and conditions of the Contract Documents.

The Bidder agrees that the Contract Documents to be sufficiently detailed and accurate to enable Bidder to properly perform the Work; that the Bidder has correlated with the Contract Documents the information and observations obtained from visits to the Project Site, the Plans, Special Provisions, and Specifications identified in the Contract Documents, and all additional or supplementary examinations, investigations, explorations, tests, studies, and data; that the Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered within the Contract Documents; and, that the written resolution thereof by the City is acceptable to the Bidder.

The Bidder further certifies, represents, and warrants to the City that the only persons or parties interested in this Bid Proposal are those named herein; that no officer, agent, or employee of the State, County, or City who has a pecuniary interest in the Bid has participated in the Contract negotiations on the part of the City; that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder; and, that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

The Bidder further certifies, represents, and warrants to the City 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 will be complied with and that neither the Bidder nor their Subcontractors are on the Bureau of Labor and Industries list of persons having violated prevailing wage rate laws.

The Bidder further certifies, represents, and warrants to the City, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (Definitions for ORS 305.385).

CONTRACT EXECUTION, BONDS, AND INSURANCE

If awarded the Contract, the Bidder agrees that a Contract with the City will be properly executed within fifteen (15) calendar days, or period otherwise agreed to by both parties, after the date of the Notice of Award and issuance of the Contract, in the form of Contract annexed hereto; and, will at that time, deliver to the City the required Performance Bond, Payment Bond, certificates of insurances as more fully set

forth in Section 104 of the Standard Specifications; and, will, to the extent of this Bid Proposal, furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Contract Documents and terms of the Contract.

CONTRACT COMPLETION TIME

If awarded the Contract, the Bidder agrees to commence Work within ten (10) working days after the date of the Notice to Proceed, and to complete the Work in accordance with the Contract Documents. Contract time shall be expressed as a Fixed Date Calculation, as provided in Section 109.17.B.1. All work shall be completed not later than **November 30, 2025**. Work shall be continuous until fully completed and accepted by the City.

LIQUIDATED DAMAGES

If awarded the Contract, the Bidder agrees that in the event the Bidder shall fail to complete the Work on within the Contract Time or adjusted Contract Time, as more fully set forth in Section 109.17 and Section 109.18 of the Standard Specifications, the Bidder agrees to pay to the City, not as a penalty but as liquidated damages as set forth in Section 109.23.B of the Standard Specifications.

BID SECURITY

The Bidder agrees that a Bid Security guaranteeing that the Bid will be irrevocable for sixty (60) days, as more fully set forth in Section 103.12 of the Standard Specifications, is hereby attached and made a part of this Bid Proposal, and is in the form of a certified check, or cashier's check payable to the order of the City, or a Bid Bond from an approved Surety

from _____ of _____
Name of Surety City, State

in an amount of \$ _____, being ten percent (10%) of the Total Bid Amount. The Bidder further agrees, that if awarded the Contract, that such Bid Security shall be forfeited, as more fully set forth in Section 104.08 of the Standard Specifications, if the Bidder shall fail or neglect to furnish the required Performance and Payment bonds, certificate of insurances, and to execute and return the Contract within fifteen (15) calendar days, unless otherwise specified, after issuance of the Contract, in accordance with the provisions and within the terms and conditions of the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

ADDENDA

The Bidder agrees that City issued Addenda for the Project, as more fully set forth in Section 103.10 of the Standard Specifications, are hereby made part of the Contract Documents and agrees that this Bid Proposal includes impacts resulting from said Addenda. Bidder understands that this Bid Proposal is required to incorporate all City issued Addenda for the Project and will be rejected if opened and found by the City to not be acknowledged or included as an attachment. The following City issued Addenda for the Project is hereby acknowledged (*Bidder shall insert number and date of each City issued Addenda or enter "NONE" if no Addenda*).

No.:	_____	Date:	_____
	_____		_____
	_____		_____
	_____		_____

BID SCHEDULE

The Bidder agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the lump sum or unit price amounts shown in the Bid Schedule, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder acknowledges that the estimated quantities appearing in the Bid Schedule are approximate, not guaranteed, and is provided only for comparison of Bids; and that the City does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule; and that the City reserves the right to increase, decrease, or completely eliminate quantities as more fully set forth in Section 103.08 of the Standard Specifications. Final payment will be made only for the actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract.

The Bidder agrees that the lump sum and unit price amounts shown in the Bid Schedule include all labor, materials, supplies, equipment, tools, and incidentals as may be necessary to construct and complete the Work, including all allowances for overhead and profit for each type and unit of Work called for in these Contract Documents.

Item No.	Item Description	Est. Qty.	Bid Unit	Bid Unit Cost	Total
01	Mobilization	1	LS		
02	Construction Staking	1	LS		
03	Erosion Prevention & Sediment Control	1	LS		
04	Temporary Traffic Control	1	LS		
05	ACP Level 2, 1/2 Inch Dense - Trench Patch 6-Inch Depth - per Marion County detail	1560	SY		
06	ACP Level 2, 1/2 Inch Dense - Trench Patch 4-Inch Depth - per City of Stayton detail	170	SY		
07	4-Inch PCC Pavement - Sidewalk	125	SF		
08	PCC Straight Curb	100	LF		
09	16-Inch Cl. 52 D.I. Restrained Joint Pipe	1375	LF		
10	8-Inch Cl. 52 D.I. Restrained Joint Pipe	145	LF		
11	1-Inch Water Service	390	LF		
12	Water Service Line Reconnection	10	EA		
13	16-Inch Butterfly Valve Assembly	3	EA		
14	8-Inch Gate Valve Assembly	3	EA		
15	Hydrant Assembly	3	EA		
16	Connection Assembly Type A: Fern Ave.	1	LS		
17	Connection Assembly Type A: Evergreen Ave.	1	LS		
18	Connection Assembly Type B: Douglas Ave.	1	LS		
Total: \$					

RESIDENT/NONRESIDENT BIDDER STATUS

For the purposes of awarding a Contract, the City is required in accordance with ORS 279A.120(2) to (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and, (b) Add a percent increase to the Bid of a Nonresident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. This percent increase will only be applied to determine the lowest responsible Bid and will not cause an increase in payment to the Contractor after Award of the public contract.

A "Resident Bidder", as that term is defined by ORS 279A.120, means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this state, and has stated in the Bid whether the Bidder is a "Resident Bidder". A "Nonresident bidder" means a Bidder who is not a "Resident Bidder".

The undersigned Bidder, hereby certifies that it is a: (check one)

RESIDENT BIDDER: _____

NONRESIDENT BIDDER: _____

If a Nonresident Bidder, indicate the State in which the Bidder resides: _____

CONTRACTOR'S LICENSE INFORMATION

ORS 701.021, ORS 701.026, and ORS 671.530 requires that Bidders have a current license with the Oregon Construction Contractors Board, or for landscape contractors to have a current license with the Oregon Landscape Contractors Board, prior to submission of a Bid to do Work as a Contractor.

The undersigned Bidder hereby certifies that the Bidder and all its Subcontractors have a current license with the Oregon Construction Contractors Board, or for landscape contractors have a current license with the Oregon Landscape Contractors Board, prior to submission of a Bid to do Work as a Contractor.

CCB License No.

BID ATTACHMENTS

The following documents that have been attached hereto and made a condition of this Bid:

- Bid Security
- First-Tier Subcontractor Disclosure Form (*required under ORS 279C.370 within two hours of Bid Closing*)
- Affidavit of Noncollusion (*completed and notarized*)
- Employee Drug Testing Program Certification (*required under ORS 279C.505(2)*)
- Certification of Non-Discrimination (*required under ORS 279A.110(3)*)
- Project Reference Form

AUTHORITY AND EXECUTION

By signing of this Bid Proposal, the Bidder executing this Bid Proposal certifies that they are properly licensed to do business in the State of Oregon and have full authority to execute this Bid Proposal.

The Bidder's business address to which all communications concerned with this Bid Proposal and with

the Contract, if awarded, shall be sent is _____

The Bidder's phone number is, _____ and email is _____

IF A SOLE PROPRIETOR OR PARTNERSHIP:

IN WITNESS WHEREOF, the undersigned has duly authorized the submittal of this Bid Proposal by the name and signature indicated below:

Dated this _____ day of _____, 20_____.

Name of Contractor

Title

Printed Name

Signature (If Partnership, attach evidence of authority to sign)

IF A CORPORATION:

IN WITNESS WHEREOF, the undersigned corporation has duly authorized the submittal of this Bid Proposal on behalf of the corporation by the authorized officers' name and signature below:

Dated this _____ day of _____, 20_____.

Name of Corporation

Type of Business (Inc., LLC, Co., etc.)

Printed Name

Title

Signature (Attach evidence of authority to sign)

Attest (Signature of Corporate Secretary)

Note: All pages included in this Bid Proposal shall be submitted with the Bidder's Bid.

- END OF SECTION -

Bid Bond

Bond No.: _____

Project: _____

Total Bid Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS,

that we, _____, as
Contractor

Principal, and _____, a corporation
Surety

organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the CITY OF STAYTON, a municipal corporation of the State of Oregon, in the total penal sum of

_____ dollars (\$ _____),
(ten (10%) percent of the Total Bid Amount), lawful money of the United States of America, for the payment which well and truly to be made, we and each of us, 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 has submitted its proposal or bid to the CITY OF STAYTON in response to CITY OF STAYTON'S Invitation to Bid for the above-referenced Project, which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(5) for competitive bidding or 279C.400(5) for competitive proposals;

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a written contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such Contract within the time specified in the procurement document and executes and delivers to the CITY OF STAYTON its good and sufficient performance and payment bonds required by the CITY OF STAYTON, as well as any required proof of insurance, within the time fixed by the CITY OF STAYTON, then this obligation shall be void; otherwise, it shall remain in full force and effect, and the Surety hereby agrees to pay to the CITY OF STAYTON the said sum as liquidated damages, within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Dated this _____ day of _____, 20____.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Title

Name

Address

Signature

Attest: _____
Corporation Secretary

Address

City State Zip

Phone Fax

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 of Oregon.

- END OF SECTION -

FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME: Shaff Road Waterline Improvements

BID #: n/a

BID CLOSING: Date: _____ Time: _____

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.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

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

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: () _____

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 ("**projects**") 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 non-responsive 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.

Affidavit of Noncollusion

TO: CITY OF STAYTON, a Municipal Corporation in the State of Oregon

PROJECT NAME: Shaff Road Waterline Improvements

KNOW ALL PERSONS BY THESE PRESENTS, that_____

Name of Contractor

as a Bidder on the above-named public improvement project, does hereby certify that no officer, agent, or employee of the State, County, or City who has a pecuniary interest in the Bid has participated in the Contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

IN WITNESS WHEREOF, the undersigned has duly authorized the execution of this document by the name and signature indicated below. If Contractor is an entity (Inc., LLC, LLP, Co., etc) or principal, their representative, by signing below, certifies that such representative is authorized by the entity or principal to execute this document.

Dated this _____ day of _____, 20____.

Signature

Title

STATE OF OREGON }
COUNTY OF } ss

Personally appeared before me this _____ day of _____, 20_____,
and has acknowledged the foregoing instrument to be his or her voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My Commission expires:

- END OF SECTION -

Employee Drug Testing Program Certification

TO: CITY OF STAYTON, a Municipal Corporation in the State of Oregon

PROJECT NAME: Shaff Road Waterline Improvements

In accordance with ORS 279C.505(2), as a Bidder on the above-named public improvement project, does hereby certify to the City that the Bidder has an employee drug testing program in place in accordance with Oregon Law at the time of submitting its Bid, and that such employee drug testing program will be maintained in accordance with Oregon Law throughout the duration of the Contract, including any extensions.

Name of Contractor

Signature

Title

Date

- END OF SECTION -

Certification of Non-Discrimination

TO: CITY OF STAYTON, a Municipal Corporation in the State of Oregon

PROJECT NAME: Shaff Road Waterline Improvements

In accordance with ORS 279A.110(4) and OAR 137-049-0440(3), as a Bidder on the above-named public improvement project, does hereby certify that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining or awarding of Subcontracts for this project.

Name of Contractor

Signature

Title

Date

- END OF SECTION -

Employee Drug Testing Program Certification

TO: CITY OF STAYTON, a Municipal Corporation in the State of Oregon

PROJECT NAME: Shaff Road Waterline Improvements

In accordance with ORS 279C.505(2), as a Bidder on the above-named public improvement project, does hereby certify to the City that the Bidder has an employee drug testing program in place in accordance with Oregon Law at the time of submitting its Bid, and that such employee drug testing program will be maintained in accordance with Oregon Law throughout the duration of the Contract, including any extensions.

Name of Contractor

Signature

Title

Date

- END OF SECTION -

Public Improvement Contract

1. **PARTIES:**

This Public Improvement Contract (hereinafter referred to as "Contract"), is made and entered into by and between _____, (hereinafter referred to as "CONTRACTOR"), and the CITY OF STAYTON, a Municipal Corporation in the State of Oregon, (hereinafter referred to as "CITY").

2. **RECITALS:**

- 2.1 WHEREAS, the public improvements for which the Work under this Contract may be the whole or only a part, is generally described as the Shaff Road Waterline Improvements (hereafter referred to as "Project").
- 2.2 WHEREAS, the purpose of this Contract is to set forth the rights and obligations of the parties and the terms and conditions governing the completion of the Project. Terms used in this Contract will have the meanings stated in the Contract Documents and in the 2021 City of Stayton Public Works Standard Construction Specifications (hereafter referred to as "Standard Specifications"), which 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.
- 2.3 WHEREAS, this Contract between the CITY and the CONTRACTOR consists of the following Contract Documents (except as expressly noted otherwise):
- A. This Contract
 - B. Retainage Election
 - C. Performance Bond
 - D. Payment Bond
 - E. Certificates of Insurances
 - F. Notice to Contractors (Invitation to Bid)
 - G. Bid Proposal
 - H. Bid Security (Bid Bond)
 - I. First Tier Subcontractor Disclosure Form
 - J. Affidavit of Noncollusion
 - K. Employee Drug Testing Program Certification
 - L. Certification of Non-Discrimination
 - M. Certification of Compliance with Tax Laws
 - N. 2021 City of Stayton Public Works Standard Construction Specifications (inclusive by reference).
 - O. Special Provisions
 - P. Addenda (numbers _____ to _____, inclusive).
 - Q. Notice of Award
 - R. Plans consisting of 14 sheets bearing the following general title: "Shaff Road Waterline Improvements"
 - S. All reports, records, laws, rules, and orders referenced in the Contract Documents
 - T. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto consists of the following:
 - 1) Notice to Proceed
 - 2) Work Change Directives
 - 3) Change Order(s)
 - 4) Documents submitted by the CONTRACTOR prior to Execution of this Contract
 - 5) Warranty Bond
 - 6) CONTRACTOR's Submittals

- 2.4 WHEREAS, the CITY and the CONTRACTOR agree that there are no Contract Documents other than those listed above in Article 2.3, and that the Contract Documents may only be amended, modified, or supplemented as provided in the Standard Specifications and this Contract.

NOW, THEREFORE, the Parties acknowledge and mutually agree to the above recitals and as follows:

3. CONTRACT TERMS AND CONDITIONS:

- 3.1 COMPLIANCE WITH ORS 279A-C: This Contract shall be governed by the laws of the State of Oregon and the Stayton Municipal Code and the statutes of the State of Oregon for public improvement contracts, specifically but not exclusively, Oregon Revised Statutes (ORS) Chapter 279A-C, as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the Contract Documents. The CONTRACTOR hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279A-C, et seq, as though each obligation or condition were set forth fully herein. The CONTRACTOR further agrees to comply with the pertinent provisions of ORS 279C.520 and ORS 279C.540 and 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, and shall promptly as due, make payment of all just debts and obligations incurred in the performance of this Contract, and shall not permit any lien or claim to be filed or prosecuted against the CITY. A condition or clause required by law to be in this Contract shall be considered included by the above references and those more fully referenced in the Standard Specifications.
- 3.2 WORK TO BE PERFORMED: The CONTRACTOR is an independent CONTRACTOR, and shall perform the Work required by this Contract as an independent CONTRACTOR as more fully set forth in Section 108.24 of the Standard Specifications. The CONTRACTOR shall provide all labor, Materials, supplies, Equipment, tools, and incidentals as may be necessary to construct and complete the Project in accordance with the provisions and within the terms and conditions of the Contract Documents and in accordance with such alterations or modifications of the same as may be made by the CITY, and according to such written directions as may from time to time be made or given by the Design Engineer under the authority and within the meaning and purpose of this Contract.
- 3.3 CONTRACT TIME: Time is of the essence in the CONTRACTOR's performance of the Contract. It is essential and in the public interest that the CONTRACTOR prosecute the Work vigorously to Contract completion and within the Contract Time or adjusted Contract Time, as more fully set forth in Section 109.17 and Section 109.18 of the Standard Specifications. Work to be done under the Contract shall commence within ten (10) working days after the date of the Notice to Proceed, or such other date as may be fixed by the Notice to Proceed, and Work shall be continuous until fully completed and accepted by the CITY. The CONTRACTOR shall complete the Work and be ready for Final Payment in accordance with the provisions and within the terms and conditions of the Contract Documents and this Contract not later than November 30, 2025.
- 3.4 CONTRACT PRICE: The CONTRACTOR agrees to complete the Work within the time specified above in Article 3.3 and to accept as full payment the amounts offered in accordance with the provisions and within the terms and conditions of the Contract Documents based on the CONTRACTOR's Bid Proposal. Payment for all Work under the Contract will be made at the price or prices offered in the CONTRACTOR's Bid Proposal, and those prices shall include full compensation for all incidental Work. 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, in accordance with the provisions and within the terms and conditions of the Contract Documents and this Contract.

- 3.5 PROGRESS PAYMENTS AND RETAINAGE: Progress payments will be made by the CITY on a monthly basis for the amount of the approved estimate, less five percent (5%) retainage, as more fully set forth in Section 110.07 of the Standard Specifications. Such amount of retainage shall be withheld and retained by the CITY until it is included in and paid to the CONTRACTOR as part of the Final Payment of the Contract Price. Applications for Payment will be processed by the CITY in accordance with Section 110.07 of the Standard Specifications.
- 3.6 COMPLETION AND FINAL PAYMENT: Substantial Completion, Final Completion, and Final Payment shall be in accordance with Section 110.12 of the Standard Specifications, and in accordance with the provisions and within the terms and conditions of the Contract Documents and this Contract.
- 3.7 LIQUIDATED DAMAGES: Delays in the CONTRACTOR's performance of the Work will cause the CITY to sustain damages; increase risk to, inconvenience, and interfere with the traveling public and commerce; and increase costs to taxpayers among other things as more fully set forth in Section 109.23 of the Standard Specifications. Because the CITY finds it is unduly burdensome and difficult to demonstrate the exact dollar value of such damages, the CONTRACTOR agrees to pay to the CITY, not as a penalty but as liquidated damages, the daily amount per the schedule set forth in Section 109.23.B for each Calendar Day the Work remains incomplete after the expiration of the Contract Time or adjusted Contract Time applicable to that Work in accordance with the provisions and within the terms and conditions of the Contract Documents and this Contract.
- 3.8 LIABILITY AND INDEMNIFICATION: In accordance with Section 108.11 of the Standard Specifications, the CONTRACTOR shall assume all responsibility for the Work and shall bear all losses and damages directly or indirectly resulting to the CONTRACTOR or to the CITY, on account of the character or performance of the Work, unforeseen difficulties, accidents, or any other cause whatsoever. The provisions of this Article 3.8 shall survive the expiration or early termination of this Contract. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the CONTRACTOR shall indemnify, defend (with counsel approved by the CITY) and hold harmless the CITY, the City Engineer, the Design Engineer, and their consultants and respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever that arise out of, result from, or are related to the following:
- Any damage, injury, including death, loss, expense, inconvenience or delay described in this Article 3.8.
 - Any accident or occurrence that happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
 - Any failure of the CONTRACTOR to observe or perform any duty or obligation under the Contract Documents that is to be observed or performed by the CONTRACTOR, or any breach of any agreement, duty, obligation, responsibility, covenant, provision, requirement, representation or Warranty of the CONTRACTOR contained in the Contract Documents or in any Subcontract.
 - The negligent acts or omissions of the CONTRACTOR, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - Any failure to comply with all applicable Laws by the CONTRACTOR or any Subcontractor, or anyone employed by any one of them, or anyone for whose acts they may be liable.
 - Any lien filed upon the Project or Bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 3.8. In claims against any person or Entity indemnified under this Article 3.8 by an employee of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 3.8 shall not be

limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the CONTRACTOR's foregoing defense obligations, neither the CONTRACTOR nor any attorney engaged by the CONTRACTOR shall defend any claim in the name of the CITY nor purport to act as legal representative of the CITY or any of its agencies, without the prior written consent of the City Attorney. The CITY may, at any time at its election, assume its own defense and settlement in the event that it determines that the CONTRACTOR is prohibited from defending the CITY, or that the CONTRACTOR is not adequately defending the CITY's interests, or that an important governmental principle is at issue or that it is in the best interests of the CITY to do so. The CITY reserves all rights to pursue any claims it may have against the CONTRACTOR.

3.9 INSURANCE REQUIREMENTS:

In accordance with Section 108.12 of the Standard Specifications, the CONTRACTOR shall maintain in force for the duration of this Contract, the required insurance and required evidence of insurance coverages in accordance with the provisions and within the terms and conditions of the Contract Documents. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of Oregon. Coverage shall be written on an occurrence basis and such insurance shall protect the CONTRACTOR, CITY, the City Engineer, the Design Engineer, and their consultants and respective agents, officers, directors, and employees, from all things or damage which may arise out of the Contract or in connection therewith, including all operations of Subcontractors, or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

Such insurance shall provide coverage for not less than the limits of liability specified in Section 108.12 of the Standard Specifications. The CONTRACTOR shall provide evidence to CITY that the CONTRACTOR has obtained and continues to maintain required insurance coverages through the term of this Contract.

For general liability insurance and automobile liability insurance, the CITY, the City Engineer, the Design Engineer, and their consultants and respective agents, officers, and employees shall be named as Additional Insured's by endorsement, but only with respect to the CONTRACTOR's services to be provided under the Contract. Coverage shall be by endorsement physically attached to the certificate of insurance and shall be primary and non-contributory with any other insurance and self-insurance.

3.10 CONTRACT BONDS AND WARRANTY: The CONTRACTOR shall furnish completed forms of the Performance Bond, Payment Bond, and Warranty Bond included within the Contract Documents. The Performance Bond and the Payment Bond shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, all applicable laws, and the prompt payment of all persons supplying labor and/or material for prosecution of the Work, as more fully set forth in Section 104.04 of the Standard Specifications. Upon successful completion of the Contract, and prior to CITY release of the Performance Bond, the CONTRACTOR shall furnish a completed form of the Warranty Bond, which shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract's Warranty obligations, as more fully set forth in Section 108.21 of the Standard Specifications. Bonds shall not be canceled without the CITY's consent, nor will the CITY normally release them, prior to Contract completion. All such Bonds shall be subscribed by a corporate Surety who is authorized to transact Surety insurance business in the State of Oregon. Should any Bond or Surety become insufficient, the CONTRACTOR shall furnish the CITY a new Bond within ten (10) days after receiving notice from CITY. No payments will be due or paid under the Contract until any and all Bond deficiencies have been remedied by the CONTRACTOR.

4. **OTHER PROVISIONS:**

- 4.1 **NOTICES:** Whenever any notice, consent, approval, demand or request is required or permitted under this Contract, such notice, consent, approval, demand or request shall be in writing and shall be delivered by hand, sent by registered or certified mail, return receipt requested, or send by pre-paid nationally recognized overnight courier service to the addresses set out below or to such other addresses as are specified by written notice given in accordance herewith.

CITY: CITY OF STAYTON
362 N. Third Avenue
Stayton, OR 97383
Attn: **PUBLIC WORKS DIRECTOR**

CONTRACTOR: _____

Attn: _____

All notices, consents, approvals, demands or requests delivered by hand shall be deemed given upon the date so delivered. Those given by mailing as hereinabove provided shall be deemed given on the date which is three (3) business days after the date on which such notice, demand, or request is so deposited with the United States Postal Service. Those given by pre-paid nationally recognized overnight courier service shall be deemed given on the next business day after being sent via such courier.

- 4.2 **CONFLICT OF INTEREST:** In accordance with Section 108.25 of the Standard Specifications, the CONTRACTOR shall not give or offer any gift, loan, or other thing of value to any member of the CITY's governing body or employee of the CITY in connection with the award or performance of any Contract. The CONTRACTOR shall not rent, lease, or purchase Materials, supplies, or Equipment, with or through any CITY employee or member of the CITY's governing body. No ex-employee of the CITY who has worked for the CITY on any phase of the Project within the prior two (2) years may be employed by the CONTRACTOR to perform Work on the Project. The CONTRACTOR shall also be in compliance with the CITY's conflict of interest guidelines.
- 4.3 **SUCCESSORS IN INTEREST AND ASSIGNS:** In accordance with Section 108.26 of the Standard Specifications, the provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and CITY approved assigns, if any. The CONTRACTOR shall not assign, sell, dispose of, or transfer its rights or duties under this Contract, either in whole or in part, without the CITY's written consent. Any CITY approved assignee or transferee shall be considered the agent of CONTRACTOR and shall be bound to abide by all provisions of this Contract. If CITY consents in writing to an assignment, sale, disposal, or transfer of CONTRACTOR's rights or duties, the CONTRACTOR and its Surety shall remain liable to CITY for complete performance of the Contract as if no such assignment, sale, disposal, or transfer had occurred, unless CITY otherwise agrees in writing.
- 4.4 **SEVERABILITY:** In accordance with Section 108.27 of the Standard Specifications, if any term or provision of the Contract Documents or in this Contract are declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Documents or this Contract did not contain the particular term or provision held invalid.
- 4.5 **MERGER CLAUSE:** In accordance with Section 108.28 of the Standard Specifications, this Contract constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or

written, not specified herein regarding this Contract. By its signature, the CONTRACTOR acknowledges it has read and understands the Contract Documents and this Contract, and agrees to be bound by its terms and conditions.

- 4.6 NO THIRD-PARTY BENEFICIARIES: In accordance with Section 108.29 of the Standard Specifications, CITY and CONTRACTOR are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in the Contract Documents or in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.
- 4.7 DISPUTE, DISAGREEMENTS, PROTESTS, AND CLAIMS: In the event of a dispute, disagreement, protests or claim arises by reason of the terms of this Contract, the parties agree to resolve the issues in accordance with Section 111 of the Standard Specifications. The CITY will not consider direct disagreements, protests, or claims from Subcontractors, Suppliers, or any other Entity not a party to this Contract.
- 4.8 GOVERNING LAW: This Contract is to be governed and construed in accordance with the laws of the State of Oregon. Venue for any action regarding this Contract shall be in Marion County, Oregon.

5. AUTHORITY, EFFECTIVE DATE, AND EXECUTION:

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respectively authorized officers or agents as of the day and year indicated below. This Contract shall become effective on the last date written below (Effective Date).

CITY OF STAYTON, OREGON:

CONTRACTOR:

DATE: _____

DATE: _____

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Title: _____

CCB License No.: _____

Telephone No.: _____

- END OF SECTION -

Retainage Election

TO: CITY OF STAYTON, a Municipal Corporation in the State of Oregon

PROJECT NAME: Shaff Road Waterline Improvements

In accordance with ORS 279C.570(2) and OAR 137-049-0820, contracts that exceed \$500,000 require the City to deposit amounts withheld as retainage into an interest-bearing escrow account in a bank, savings bank, trust company, or savings association. Retainage in the amount of five percent (5%) of the contract price of the work completed will be held by the City until such time as the project has been completed and accepted by the City.

Oregon law allows specific alternatives for the holding and accounting of retainage at the Contractor's election. If the City incurs additional costs as a result of the Contractor's election, the City may recover such costs from the Contractor, ORS 279C.560(3). Failure to execute and submit this form prior to execution of the contract agreement will result in the automatic selection of the first option.

The Contractor must select one of the following options in providing for retainage for this project:

☐ **1. INTEREST-BEARING ESCROW ACCOUNT.**

The City will set up an interest-bearing account in a bank, savings bank, trust company, or savings association in the name of the City. The City will make deposits of retainage withheld from each progress payment into the interest-bearing escrow account. Funds in the escrow account will be released to the Contractor within 30 days of final acceptance of the project by the City.

Contractor must execute documentation and instructions to establish the interest-bearing escrow account prior to contract execution. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment and may be offset by costs incurred. Contractor shall receive interest from the date 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.

☐ **2. DEPOSIT OF BONDS, SECURITIES, AND OTHER INSTRUMENTS.**

No later than the Contractor's execution of the Contract, the Contractor will deposit acceptable bonds or securities, in an amount equivalent to five percent retainage of the contract amount, with the City or with a bank or trust company in Oregon. The bank or trust company will provide a safekeeping receipt to the City. The securities must cover all of the retainage.

Name of Lending Institution: _____

Acceptable bonds and securities to be held in lieu of retainage:

- a. Bills, certificates, notes, bonds or other obligations of the United States, its agencies or its wholly-owned corporations.
- b. Indebtedness of the Federal National Mortgage Association.
- c. General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
- d. Irrevocable letters of credit issued by an insured institution, defined in ORS 706.008.

☐ **3. DEPOSIT OF A RETAINAGE SURETY BOND.**

The Contractor may, with approval of the City, deposit a surety bond for the benefit of the City, in a form acceptable to the City, in lieu of the five percent retainage. The bond should be received from the same surety providing the performance and payment bonds for the project.

Name of Surety/Lending Institution: _____

Therefore, by signing this Retainage Election, the Bidder does hereby certify and confirm that as the Contractor for this City project, they have elected the above retainage option which satisfies the intent of the above referenced legislation.

Name of Contractor

Signature

Title

Date

- END OF SECTION -

Performance Bond

Bond No.: _____

Project: _____

Total Contract Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS,

that we, _____, as
Contractor

Principal, and _____, a corporation
Surety

organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the CITY OF STAYTON, a municipal corporation of the State of Oregon, in the total penal sum of

_____ dollars (\$ _____),
(one-hundred (100%) percent of the Total Contract Amount), lawful money of the United States of America, for the payment which well and truly to be made, we and each of us, 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 has entered into a Contract with the CITY OF STAYTON, the plans, specifications, terms and conditions of which are contained in the above-referenced Project's Contract Documents; and,

WHEREAS, the terms and conditions of the Contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of Contract prices, are made a part of this bond by reference, whether or not attached to the Contract (all hereafter called "Contract"); and,

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Surety, and shall assume the defense of, indemnify and save harmless the CITY OF STAYTON, its consultants, officers, employees and agents, against any direct or indirect damages or claim 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 Contract by the Principal or its subcontractors, and shall in all respects perform said Contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

The 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 Contract Documents 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.

Nonpayment of the bond premium will not invalidate this bond, nor shall the CITY OF STAYTON be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Dated this _____ day of _____, 20_____.

PRINCIPAL: _____

SURETY: _____

By _____

Signature

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Title

Name

Address

Signature

Attest: _____

Corporation Secretary

Address

City *State* *Zip*

Phone *Fax*

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 of Oregon.

- END OF SECTION -

Payment Bond

Bond No.: _____

Project: _____

Total Contract Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS,

that we, _____, as
Contractor

Principal, and _____, a corporation
Surety

organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the CITY OF STAYTON, a municipal corporation of the State of Oregon, in the total penal sum of

_____ dollars (\$ _____),
(one-hundred (100%) percent of the Total Contract Amount), lawful money of the United States of America, for the payment which well and truly to be made, we and each of us, 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 has entered into a Contract with the CITY OF STAYTON, the plans, specifications, terms and conditions of which are contained in the above-referenced Project's Contract Documents; and,

WHEREAS, the terms and conditions of the Contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of Contract prices, are made a part of this bond by reference, whether or not attached to the Contract (all hereafter called "Contract"); and,

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall assume the defense of, indemnify and save harmless the CITY OF STAYTON, its consultants, officers, employees and agents, against any claim for direct or indirect 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 Contract by the Principal or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial

Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the CITY OF STAYTON, its consultants, officers, employees and agents on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The 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 Contract Documents 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.

Nonpayment of the bond premium will not invalidate this bond, nor shall the CITY OF STAYTON be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Dated this _____ day of _____, 20____.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Title

Name

Address

Signature

Attest: _____
Corporation Secretary

Address

City State Zip

Phone Fax

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 of Oregon.

- END OF SECTION -

Warranty Bond

Bond No.: _____

Project: _____

Performance Bond Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS,

that we, _____, as
Contractor

Principal, and _____, a corporation
Surety

organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the CITY OF STAYTON, a municipal corporation of the State of Oregon, in the total penal sum of

_____ dollars (\$ _____),
(thirty (30%) percent of the Performance Bond Amount), lawful money of the United States of America, for the payment which well and truly to be made, we and each of us, 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 entered into an agreement or agreements with the CITY OF STAYTON for public improvements at _____, which
Location and Description of Work

requires a **one (1) year** maintenance and warranty under the provisions of the CITY OF STAYTON Municipal Code and Public Works Standards, and which agreement or agreements hereby is made a part hereof as if fully copies herein;

NOW, THEREFORE, if the Principal shall maintain and remedy said work free from defects in materials and workmanship for a period of **one (1) year** following completion and acceptance by the CITY OF STAYTON, then this obligation shall be void, otherwise it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond, nor shall the CITY OF STAYTON be obligated for the payment of any premiums.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Dated this _____ day of _____, 20____.

PRINCIPAL: _____

SURETY: _____

By _____

Signature

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Title

Name

Address

Signature

Attest: _____

Corporation Secretary

Address

City

State

Zip

Phone

Fax

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 of Oregon.

- END OF SECTION -

Special Provisions – Section I

State Public Contracting Provisions

I-1. COMPLIANCE WITH APPLICABLE LAWS *(See PWSCS 103.01, 108.01 and 108.30)*

The provisions of Oregon Revised Statutes (ORS) Chapter 279A and 279C and Oregon Administrative Rules (OAR) Chapter 137, Divisions 46 and 49, apply to all publicly financed public improvement projects that incorporate the City of Stayton Public Works Standard Construction Specifications (PWSCS) into the Contract. The ORS and OAR provisions control over any conflicting language in the PWSCS or Contract Documents.

I-2. PROVISIONS CONCERNING LICENSE REQUIRED FOR ASBESTOS ABATEMENT PROJECT *(See ORS 468A.710 and PWSCS 103.03)*

In accordance with ORS 468A.710:

1. Except as provided in ORS 468A.707(1)(c) and (3) and 468A.745, no contractor shall work on an asbestos abatement project unless the contractor holds a license issued by the Department of Environmental Quality under ORS 468A.720.
2. A contractor carrying out an asbestos abatement project shall be responsible for the safe and proper handling and delivery of waste that includes asbestos-containing material to a landfill authorized to receive such waste.

The Contractor or Subcontractor shall be licensed under ORS 468A.720 regarding asbestos abatement when indicated in the Special Provisions or when asbestos abatement is required on the Project.

I-3. PROVISIONS CONCERNING AFFIRMATIVE ACTION/NONDISCRIMINATION *(See ORS 279A.110, ORS 659, and PWSCS 108.13 and PWSCS 108.30)*

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under the Contract and shall comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Contractor shall and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining or awarding of Subcontracts.

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

I-4. PROVISIONS CONCERNING OREGON RECIPROCAL PREFERENCE LAW *(See ORS 279A.120 and PWSCS 103.15)*

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires the City, in determining the lowest responsible bidder, to add a percent increase to the Bid of a Nonresident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For details, check Oregon's Reciprocal Preference Law website at:

<https://www.oregon.gov/das/Procurement/Pages/Recippref.aspx>

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.

I-5. PROVISIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING, DRUG TESTING (See ORS 279C.505 and PWSCS 104.06 and PWSCS 108.16)

In accordance with ORS 279C.505:

1. The Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
2. In addition to the conditions specified in ORS 279C.505(1), the contractor shall demonstrate that an employee drug testing program is in place.

I-6. PROVISIONS CONCERNING DEMOLITION CONTRACTS TO REQUIRE MATERIAL SALVAGE (See ORS 279C.510 and PWSCS 105.11)

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.

I-7. PROVISIONS CONCERNING PAYMENT OF CLAIMS BY PUBLIC OFFICERS, PAYMENT TO PERSONS FURNISHING LABOR OR MATERIALS AND COMPLAINTS (See ORS 279C.515; OAR 839-025-0020(2)(a) and PWSCS 108.16)

In accordance with ORS 279C.515:

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 the public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation 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 the 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 the public improvement contract within 30 days after receiving payment from the City or a 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.
4. Paying a claim in the manner authorized by ORS 279C.515 does not relieve the contractor or the contractor's surety from obligation with respect to an unpaid claim.

I-8. PROVISIONS CONCERNING PAY EQUITY COMPLIANCE AND TRAINING CERTIFICATION (See ORS 279C.520 and PWSCS 108.14.C)

As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of the Contract and a failure to comply constitutes a breach that entitles the City to terminate the Contract for cause. **Contracts**

valued at \$500,000 or more with employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate to the City as proof before being awarded a Contract. If the Contract is valued at \$500,000 or more, but the Pay Equity Training is not applicable because the Bidder employs fewer than 50 full-time workers, then the Bidder shall provide a written statement to the City certifying that the Pay Equity Training is not required before being awarded a Contract. Free training is available through the state of Oregon's Department of Administrative Services. Details are available at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

I-9. PROVISIONS CONCERNING MAXIMUM HOURS OF LABOR ON PUBLIC CONTRACTS (See ORS 279C.520 and PWSCS 108.14.C)

1. In accordance with ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any 1 Day, or 40 hours in any 1 week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:
 - a. For all overtime in excess of 8 hours a day or 40 hours in any 1 week when the work week is 5 consecutive days, Monday through Friday; or
 - b. For all overtime in excess of 10 hours a day or 40 hours in any 1 week when the work week is 4 consecutive days, Monday through Friday; and
 - c. For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.
2. 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.
3. Contractor must 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 City to terminate the contract for cause.
4. 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 another person.

I-10. PROVISIONS CONCERNING ENVIRONMENTAL AND NATURAL RESOURCES LAWS (See ORS 279C.525 and PWSCS 105.10 and PWSCS 108.02)

Contractor is responsible to abide by ORS 279C.525 regarding enacted ordinances, rules, or regulations as set forth by the Stayton 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. ORS 279C.525 will govern any increases in the scope of the Work required as a result of environmental or natural resources laws enacted after the submission of Bids for the Contract.

In addition to ORS 279C.525, the City has compiled a list in PWSCS 108.02 of those federal, State and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of City contracts.

I-11. PROVISIONS CONCERNING INCLUSION OF AMOUNT FOR GREEN ENERGY TECHNOLOGY OR WOODY BIOMASS ENERGY TECHNOLOGY IN PUBLIC IMPROVEMENT CONTRACT (See ORS 279C.527 and ORS 279C.528 and OAR 330-135-0010)

For public improvement contracts for the construction, reconstruction or major renovation of a "public building", as defined in OAR 330-135-0020, the City shall include an appropriate green energy technology or woody biomass energy technology as an alternative to green energy technology in the construction, reconstruction, or major renovation of a public building by spending an amount equal to at least 1.5 percent of the total contract price associated with that building in accordance with ORS 279C.527 through 279C.528, and OAR 330-135-0010.

In accordance with OAR 330-135-0020:

1. These rules apply to any permanent building(s) which will be owned, partially owned or controlled by the City and which is either:
 - a. Used for conducting public business; or
 - b. Used or occupied by employees of the contracting agency on a regular basis for a significant part of their work.
2. Eligible public building projects are new capital construction projects for which the total contract price is \$1,000,000 or more for a single building or a group of buildings on the same site and major renovations for which the total contract price is \$1,000,000 or more and at least 50 percent of the insured value of the building.
3. These rules apply to projects advertised, but if not advertised then projects with building construction contracts entered into, on or after the effective date of these rules.
4. Public improvement projects that are not buildings are not required to comply with these rules. Projects that are not subject to these rules include, but are not limited to:
 - a. Group U occupancies as defined in Section 312 of the 2010 Oregon Structural Specialty Code.
 - b. Motor pool lots, parking lots not associated with a building, highways, bridges, sewers, fishponds, fish ways, and similar non-architectural structures.
 - c. Buildings that house public industrial processes where only a small portion of the square footage houses employees of the contracting agency, such as: maintenance sheds, and water and waste water facilities including reservoirs, dams, conduit, pipe, pumps, wells, collection basins, pump stations, controls and other buildings primarily used for the purpose of water or waste water treatment.

I-12. PROVISIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION (See ORS 279C.530 and PWSCS 108.12.C and PWSCS 108.16.C)

In accordance with 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 Compensation coverage, unless such employers are exempt under ORS 656.126.

Contractor shall ensure that each of its subcontractors complies with these requirements.

I-13. PROVISIONS CONCERNING TIME LIMITATION ON CLAIM FOR OVERTIME (See ORS 279C.545 and PWSCS 108.14.D)

In accordance with ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect 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, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

1. Cause 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 any or all workers employed to perform Work; and
2. Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

I-14. PROVISIONS CONCERNING CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS (See ORS 279C.580(3)(4) and PWSCS 109.11.D)

Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. All subcontracts, including Contractor's with the first-tier subcontractors and those of the first-tier subcontractors with their subcontractors, and any other lower tier Subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an entity furnishing labor or Materials in connection with the Contract, the

entity may file a complaint with the Oregon Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, in accordance with the provisions of ORS 279C.580, subcontracts shall include:

1. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) Calendar Days out of amounts the City pays to the Contractor under the Contract.
2. A clause that requires the Contractor to provide the 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 subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The 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 Calendar 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 that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) calendar days after receiving payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in the case of each payment the Contractor does not make in accordance with the payment clause included in the subcontract pursuant to paragraph (1) above. The 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 the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in ORS 279C.515(2).
5. A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORS 279C.580 in each of the first-tier Subcontractor's subcontracts, and to require each of the first-tier Subcontractor's Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the City.

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

1. A provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
2. A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

As and when applicable, the Contractor shall require in its subcontracts that Subcontractors maintain the certifications required by ORS 279A.107.

I-15. PROVISIONS CONCERNING OREGON PREVAILING WAGES *(See ORS 279C.800 to ORS 279C.870 and PWSCS 108.14)*

Contractor shall comply with the pertinent provisions of ORS 279C.520 and ORS 279C.540 and 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.

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. 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).

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.

Only Oregon BOLI Prevailing Wage Rates apply to this project unless otherwise indicated in Section II of the Special Provisions.

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication *Prevailing Wage Rates for Public Works Contracts in Oregon*, and is available by calling 971-673-0839 or online at the BOLI website at:

<https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

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). As required in ORS 279C.845(7), the City will retain 25% of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required in ORS 279C.845. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 through ORS 279C.870.

I-16. PROVISIONS CONCERNING NOTIFYING COMMISSIONER OF PUBLIC WORKS CONTRACT SUBJECT TO PREVAILING WAGE (See ORS 279C.835 and PWSCS 108.14)

The City is required by ORS 279C.835 to notify the Commissioner of the Bureau of Labor and Industries in writing, on a form prescribed by the commissioner, whenever a contract subject to the provisions of ORS 279C.800 to 279C.870 has been awarded. The notification shall be made within 30 days of the date that the contract is awarded. The notification shall include payment of the fee required under ORS 279C.825 and a copy of the disclosure of first-tier subcontractors that was submitted under ORS 279C.370.

I-17. PROVISIONS CONCERNING PERFORMANCE, PAYMENT, AND PUBLIC WORKS BONDS (See ORS 279C.836, PWSCS 104.04, and PWSCS 104.12)

In addition to the required performance and payment bonds, the Contractor and Subcontractors shall each file with the Construction Contractors Board, and maintain in full force and effect, a separate public works bond, in the amount of \$30,000 unless otherwise exempt, as required by ORS 279C.830(2) and ORS 279C.836. The Contractor shall verify Subcontractors have filed a public works bond before the Subcontractor begins Work.

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <http://www.oregon.gov/BOLI/WHDPages/index.aspx>.

I-18. PROVISIONS CONCERNING CONTRACTOR'S LICENSE REQUIREMENTS (See ORS 701.021, ORS 701.026, ORS 671.530 and PWSCS 104.04)

ORS 701.021, ORS 701.026, and ORS 671.530 require that Bidders have a current license with the Oregon Construction Contractors Board or for landscape contractors to have a current license with the Oregon Landscape Contractors Board prior to submission of a Bid on a Project not involving federal funds. Registration with the Oregon Construction Contractors Board or licensing by the Oregon Landscape Contractors Board is not a prerequisite to bidding on Federal-aid Projects; however, the City will not execute a Contract until the Contractor is so registered or licensed.

- END OF SPECIAL PROVISIONS – SECTION I -

Special Provisions – Section II

General and Technical Requirements

APPLICABLE SPECIFICATIONS

The requirements for the Contract are contained in the 2021 edition of the City of Stayton Public Works Standard Construction Specifications, (hereinafter referred to as the “Standard Specifications”). All Work performed under this Contract shall conform to the Standard Specifications, as supplemented and/or modified by the following Special Provisions, as well as any Supplementary Specifications, or special provisions included in the Plans. All number references in the Special Provisions and in any issued Addenda shall be understood to refer to the Sections and Subsections of the Standard Specifications bearing like numbers and to Sections and Subsections contained herein in their entirety. All Sections of Division 1 – General Policies, Procedures, and Requirements apply to this Project, whether or not modified or referenced in the Special Provisions.

Standard Specifications are available on the City of Stayton website at:
https://www.staytonoregon.gov/page/pw_Engineering

DIVISION 1 – GENERAL POLICIES, PROCEDURES, AND REQUIREMENTS

Comply with Division 1 of the Standard Specifications, supplemented, and/or modified as follows:

SECTION 103 - BIDDING REQUIREMENTS AND PROCEDURES

103.04 – EXAMINATION OF THE CONTRACT DOCUMENTS, WORK SITE, AND CONSIDERATION OF CONDITIONS TO BE ENCOUNTERED

Add the following subsection 103.04.C:

On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

SECTION 106 - CONTROL OF WORK

106.05 – SHOP DRAWINGS AND OTHER SUBMITTALS

Add the following subsection 106.05.H:

Submittals shall include, but are not necessarily limited to the following items:

NUMBER	SUBMITTAL NAME	SECTION
1	Plan for construction and support of existing utilities along trench excavation	106
2	Construction Schedule	109
3	Temporary Traffic Control Plan	202
4	Temporary Bypass Plan	204
5	Erosion and Sediment Control Plan	205
6	Trench Bedding and Backfill Testing Schedule	209
7	Trench Backfill	209

NUMBER	SUBMITTAL NAME	SECTION
8	Concrete Mix Designs and CDF	208, 211, 307
9	HMAC Mix Designs	212, 305
10	Water Pipe and Fittings	401, 403
11	Water Services	402
12	Fire Hydrants	404

106.11 ADJUSTMENT OF UTILITIES AND NOTIFICATIONS

106.11.A Add the following bullet item 4:

Contractor shall contact and coordinate with those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

<u>Utility</u>	<u>Preliminary Contact Phone Number</u>
Pacific Corp	1-866-870-3419
SCTC	(503) 769-3754
NW Natural Gas	(503) 585-6611
Astound Broadband	(425) 569-6625
Comcast	(971) 777-0933
City of Stayton	(503) 769-2919

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 or 1-800-332-2344.

SECTION 109 – PROSECUTION AND PROGRESS OF WORK

109.13 MATERIALS, EQUIPMENT, AND WORK FORCE

Add the following subsection 109.13.D QUALITY ASSURANCE:

1. Installer qualifications: Engage an experienced installer who has completed distribution piping work similar in material, design, installation methods, and extend to that indicated for this project, and with a record of successful pipeline projects.
 - a. Installer Field Supervision: Require installer to maintain an experienced English-speaking superintendent or foreperson on the project site throughout the progress of the work. This foreperson shall have the authority to act on behalf of the Contractor, in all matters pertaining to the work.
 - b. Installer shall comply with all applicable standards declared by OSHA, ANSI, and NIOSH regarding, though not limited to noise levels, protective devices, and operator safety.
 - c. Permits and Licensing: Comply with all local code and regulations related to backflow prevention and other installations as required.
 - d. Comply with requirements of the utility supplying water for prevention of backflow and back siphonage.

DIVISION 2 – GENERAL TECHNICAL REQUIREMENTS

Comply with Division 2 of the Standard Specifications, supplemented, and/or modified as follows:

SECTION 202 – TEMPORARY TRAFFIC CONTROL

202.02 MATERIALS

Add the following subsection 202.02.B PUBLIC NOTICE:

1. Provide written notices to adjacent property owners and/or businesses at least 72 hours prior to beginning work. The notice shall contain adequate information about the Project, including descriptions of activities that will impact them, dates and hours of construction, and limitations to access to properties. Coordinate with those affected to minimize adverse impacts.

202.03 CONSTRUCTION

Add the following subsection to 202.03.B LANES AND SIDEWALK RESTRICTION REQUIREMENTS:

11. Post "NO PARKING" signs a minimum of 72 hours prior to beginning work on any road or street. Signs shall identify the dates of restricted parking.

SECTION 212 – RESURFACING

SECTION 212.03.C – TEMPORARY HOT OR COLD MIX ASPHALT

Add the following subsections to 212.03.C:

4. Contractor shall maintain temporary paved surfaces in a condition that is serviceable and adequate for the intended public use throughout the course of the project until final acceptance of the surface restoration has been completed. Temporary surfacing that is determined to have significant defects, determined to be a safety concern, or otherwise determined to be unacceptable by the City Engineer shall be repaired at no additional cost to the City. Significant defects may include, but shall not be limited to, sunken pavement, surface raveling, deficiencies with the asphalt material, poor workmanship, settlement, inadequate compaction, or insufficient maintenance of cold mix.
5. If emergency repairs are needed due to safety concerns, the Contractor shall immediately make such repairs and give notice to the City Engineer. In the event the Contractor is not able to make the repairs, the repairs will be made by city forces and costs associated with city performed repairs will be assessed to the Contractor.
6. For non-emergency repairs, the Contractor shall make repairs within 48-hours from the time of notice, unless otherwise agreed to in writing.

SECTION 212.04.A – TEMPORARY HOT OR COLD MIX ASPHALT

Replace subsection 212.04.A with the following:

1. Measurement and Payment for temporary hot or cold mix asphalt pavement placed in all paved areas to be maintained over trench backfill shall be considered incidental and no separate measurement or payment shall be made.

SECTION 212.04.C – ASPHALT CONCRETE AND PORTLAND CEMENT PAVEMENT PLACEMENT

Replace subsection 212.04.C with the following:

1. Measurement and Payment for asphalt concrete and Portland Cement Concrete pavement will be based on the unit price per Square Yard stated in the Bid for each.
2. Payment for asphalt cement concrete and portland cement concrete will include compensation for labor, equipment, and materials necessary for sawcutting the existing pavement; excavation and removal of sufficient material to provide space for the surfacing; supplying, placing, and compacting the base and leveling course materials; supplying and placing specified surfacing materials, including tack coat and joint sealer; restoration of pavement markings; disposal of excess excavated materials, including temporary hot or cold mix asphalt; and all other labor, materials, and equipment of whatsoever nature required to complete pavement restoration.

DIVISION 3 – STREETS AND ALLEYS

Comply with Division 3 of the Standard Specifications.

SECTION 307 – CURBS, GUTTERS, DRIVEWAYS, AND SIDEWALKS

SECTION 307.04 – MEASUREMENT AND PAYMENT

Replace subsection 307.04.A.2 with the following:

2. Payment for this item will constitute full compensation for materials, labor, and equipment necessary to sawcut and remove existing curb, prepare subgrade, supply aggregate, construct base, construct and remove forms, furnish Portland Cement Concrete at the site and place, consolidate, finish, joint, and cure the concrete in conformance with the Contract Documents.

Replace subsection 307.04.B.2 with the following:

2. Payment for this item will constitute full compensation for materials, labor, and equipment necessary to sawcut and remove existing sidewalk, prepare subgrade, supply aggregate, construct base, construct and remove forms, furnish Portland Cement Concrete at the site and place, consolidate, finish, joint, and cure the concrete in conformance with the Contract Documents.

DIVISION 4 – WATER DISTRIBUTION

Comply with Division 4 of the Standard Specifications, supplemented, and/or modified as follows:

SECTION 401 – WATER PIPE AND FITTINGS

SECTION 401.03 – CONSTRUCTION

Add the following subsection to 401.03.A:

1. GENERAL
 - c. Trench backfilling shall be done when pipe is not in an expanded condition due to heat or pressure.

SECTION 402 – WATER SERVICES

SECTION 402.04.A – SERVICES

Replace this section with the following:

1. Payment for installation of services shall be made on a Linear-Foot basis as stated in the Contract Documents. Pipe will be measured horizontally from the center of the water line to the angle meter valve.
2. Payment for copper service installation shall constitute full compensation for labor, equipment, and materials for trench excavation, backfill, and compaction operations, installation of copper service line including service saddle, corporation stop, line tapping, angle meter valve, customer side valve, meter box, flushing, testing, and disinfection, abandonment of the existing water service, and any other incidental expenses necessary to prepare the constructed service line for use.

SECTION 402.04.D RECONNECTION

Add the following subsection:

1. Payment for the reconnection of the new water service to the existing meter and house service line is on an Each basis as stated in the Contract Documents. Payment shall constitute full compensation for labor, equipment, and materials to make the connection of the new water service pipe to the existing water meter, equipment and materials to make the connection of the existing meter to the house service line, and any other incidental expenses necessary to complete the connection and restore water service.

DIVISION 5 – SANITARY SEWERS

Comply with Division 5 of the Standard Specifications.

DIVISION 6 – STORMWATER MANAGEMENT

Comply with Division 6 of the Standard Specifications.

- END OF SPECIAL PROVISIONS – SECTION II -