

**CITY OF COTTAGE GROVE**

**CONTRACT DOCUMENTS**

**for**

**RESERVOIR ACCESS DRIVEWAY**

**MAY 31<sup>ST</sup>, 2023**

**Project Administrated by**



CITY OF COTTAGE GROVE  
CONTRACT DOCUMENTS  
FOR  
COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY

Candace Solesbee – Mayor

**CITY COUNCIL**

Chalice Savage  
Dana Merryday  
Mike Fleck

Jon Stinnett  
Greg Ervin  
Alex Dreher

Send questions or requests to:

Name: Nathan Patterson, P.E., Branch Engineering, Inc  
Title: City Engineer  
Telephone: 541-746-0637  
Email: nathanp@branchengineering.com

Name: Faye Stewart  
Title: Public Works & Development Director  
City of Cottage Grove  
400 E. Main Street  
Cottage Grove, OR 97424  
Telephone: (541) 942-3340  
Email: pwdirector@cottagegrove.org



EXPIRES: 12/31/24

# CITY OF COTTAGE GROVE, OREGON

## TABLE OF CONTENTS

### **SECTION 000 THE INVITATION**

- Advertisement for Bid
- Scope of Work

### **SECTION 100 BID INSTRUCTIONS**

- Instructions to Bidders

### **SECTION 200 BID PACKAGE DOCUMENTS**

- First-Tier Subcontractor Disclosure Form
- Project Bid
- Schedule of Bid Items

### **SECTION 300 SAMPLE CONTRACT**

- Contract for Construction
- Performance Bond
- Payment Bond
- Public Works Bond

### **SECTION 400 GENERAL CONDITIONS**

- Definitions and Abbreviations
- Plans and Specifications
- The Engineer
- The Contractor
- Prosecution and Progress of the Work
- Payment for the Work
- Prevailing Wage Rates

### **SECTION 500 STANDARD SPECIFICATIONS**

- Standard Specifications

### **SECTION 600 SPECIAL SPECIFICATIONS**

- Special Provisions

### **SECTION 900 DRAWINGS**

- Construction Drawings

## **SECTION 000 - THE INVITATION**

- **010 – ADVERTISEMENT FOR BID**
- **020 – SCOPE OF WORK**

## SECTION 010

### **ADVERTISEMENT FOR BIDS** COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY

NOTICE IS HEREBY GIVEN THAT Sealed bids for Reservoir Access Drive, City of Cottage Grove, Oregon, shall be addressed to the City Engineer, Nathan Patterson, PE, 310 5th Street, Springfield, Oregon 97477 and will be received at Branch Engineering, Inc., 310 5th Street, Springfield, Oregon 97477. Acceptance of bids will be officially closed at **2:00 pm Pacific Time, June 14<sup>th</sup>, 2023**, and immediately thereafter the bids will be publicly opened and read at Branch Engineering. The bid proposal shall be submitted under sealed cover and marked with the Contractor's name and project name. Bid proposals received after the date and time fixed for opening will not be considered. No electronic or facsimile submittals will be accepted.

The project involves the installation of a new driveway that connects two ends of parcel 20-03-34-22-00100 in Cottage Grove, Lane County, Oregon. The work involves excavating, grading, embankment, storm pipe and level spreader installation, rock and asphalt paving, and restoration. The Engineer's Estimate for this Project is approximately \$450,000-\$500,000.

The Project Manual including; Plans, Specifications, Agreement, and Bid Forms are available at the City of Cottage Grove's website <https://www.cottagegroveor.gov/> where they can be viewed and printed. Any Addenda will also be posted on the city's website City of Cottage Grove's website <https://www.cottagegroveor.gov/>. All prospective bidders must be added to the Plan Holders List by sending an e-mail with company contact information to [jessicam@branchengineering.com](mailto:jessicam@branchengineering.com) with the project title in the subject line. **Prospective bidders must be on the Plan Holders List for their bid to be considered. Bidders are responsible for checking the website for addenda and changes prior to submitting bid, however notification of Addenda issuance will be issued via e-mail to the addresses listed on the Plan Holders List.** No hard copy of the bid documents will be available.

Bidders must be pre-qualified with the City of Cottage Grove in accordance with Oregon Revised Statutes (ORS) Chapter 279C.430 by submitting either a completed City of Cottage Grove Pre-qualification form or an Oregon Department of Transportation form on or before 5:00 p.m., Friday, June 9<sup>th</sup>, 2023. Bidders and/or subcontractors must be prequalified in street repair construction and water and wastewater construction to complete the project. City of Cottage Grove Pre-qualification forms are available at 400 East Main Street, Cottage Grove, Oregon 97424. You may pre-qualify with the Oregon Department of Transportation at 121 Transportation Building, Salem, Oregon 97310.

Notice is hereby given that this contract is for a Public Work, subject to ORS 279C.800 to 279C.870.

All bids must be sealed and plainly marked on the outside showing the name of the bidder: the project name: the date and time of bid opening: the words "sealed bid": and addressed to Nathan Patterson, PE, City Engineer, 310 5th Street, Springfield, Oregon 97477. There is no pre-bid conference scheduled for this project.

Published Date: MAY 31<sup>st</sup>, 2023  
CITY OF COTTAGE GROVE  
COTTAGE GROVE, OREGON

**SECTION 020  
COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY  
SCOPE OF WORK**

**Requirements of Project:**

The project involves the installation of a new driveway that connects two ends of parcel 20-03-34-22-00100 in Cottage Grove, Lane County, Oregon. The work involves excavating, grading, embankment, storm pipe and level spreader installation, rock and asphalt paving, and restoration. The Engineer's Estimate for this Project is approximately \$450,000-\$500,000.

**Location of Project:**

The project is located through Tax Map 20-03-34-22 and Tax Lot 100 East of 2300 E Madison Ave. in Cottage Grove, Lane County, Oregon.

**Purpose of Project:**

The purpose of the project is to add a driveway for access to a future reservoir site.

**Project Engineer:**

All questions should be directed to:

Nathan Patterson, P.E., Branch Engineering 541-746-0637  
Nathanp@branchengineering.com

**City Schedule:**

Bids Closed / Opened & Read:	<b>2:00 PM, JUNE 14<sup>TH</sup>, 2023</b>
<b>310 5<sup>TH</sup> STREET, SPRINGFIELD, OR 97477</b>	
Projected Award Date:	<b>JUNE 27<sup>TH</sup>, 2023</b>
Projected Start Date:	<b>JULY 10<sup>TH</sup>, 2023</b>
Substantial Completion Date:	<b>AUGUST 24<sup>TH</sup>, 2023</b>
Final Completion Date:	<b>AUGUST 31<sup>ST</sup>, 2023</b>

## **SECTION 100 – BID INSTRUCTIONS**

- **110 – INSTRUCTIONS TO BIDDERS**

**Section 110**  
**INSTRUCTIONS TO BIDDERS**

**COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY**

1. Form of Bid

All bids must be made upon the blank form of bid attached hereto, and must give prices for each item and aggregate amount for the work.

The City of Cottage Grove reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b) and may reject for good cause all bids after finding that doing so is in the public's interest.

The bidder shall sign his/her bid in the blank space provided therefore. Bids made by corporations or partnerships shall contain the name and address of such organization, together with the names and addresses of partners or officers. If the proposal is made by a corporation, it must be signed by one of the officers thereof; if made by a partnership, by one of the partners.

All bids must be submitted at the time and place, and in the manner prescribed in the "Advertisement for Bids".

No bid for this contract shall be received or considered by the City of Cottage Grove unless the bidder is registered and in good standing with the Construction Contractors Board, as required by ORS Chapter 701, or licensed by the State Landscape Contractors Board, as required ORS 671.530.

2. Contract Documents

The contract documents under which awardee shall execute this work consists of the Advertisement for Bids, the Instructions to Bidders, Bid Security, the Proposal, the signed Contract, the Performance Bond, the Payment Bond, the Public Works Bond, General Conditions, the Special Provisions, the Technical Specifications, Oregon Standard Specifications for Construction 2021, Insurance Certification, and signed addenda; all bound herewith.

Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said contract documents should request, in writing, that the City of Cottage Grove's Project Administrator provide a written interpretation thereof.

3. Prevailing Wage Rates

The Provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.

- a. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the



performance of the Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

- b. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 2023 Prevailing Wage Rates for Public Works Projects in Oregon, including any current amendments. Such publications can be reviewed electronically at:

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

and are hereby incorporated as part of the contract documents.

- c. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the project.
- d. The City of Cottage Grove shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
- e. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

#### 4. Estimate of Quantities

The estimate of quantities of work to be done as given in the proposal, although stated with as much accuracy as possible, is approximate only and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the Contractor are to be determined by measurement of the work actually performed by the Contractor as specified in the contract documents. The Owner reserves the right to increase or diminish the amount of any class of work as may be deemed necessary. At the Owner's sole option and if it is determined to be in the Owner's best interest, any one or more bid items may be deleted from the work without penalty to the Owner.

#### 5. Bid Security

Bids must be accompanied by a certified check from a bank in good standing or a bid bond issued by a surety company authorized to issue such bonds in Oregon in an amount not less than ten (10) percent of the total amount of the proposal submitted payable to the City of Cottage Grove. All checks and Bid Bonds excepting that of the successful bidder will be returned within thirty (30) days after the contract has been awarded. The bid security of the successful bidder will be retained until he/she has entered into a satisfactory contract with the Owner. In addition, a Performance Bond will be required in the full amount of the contract and a Payment Bond will be required in the full amount of the contract in accordance with ORS 279C.380.

6. Conditions of Work

It is understood that the Contractor, before submitting his/her bid, has made a careful examination of the contract documents; that she/he has fully informed herself/himself as to the quality and quantity of materials and the character of the work required; and that she/he has made a careful examination of the locations and conditions of the work and the source of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to fully inform herself/himself in advance in regard of all conditions pertaining to the work.

7. Award and Basis of Award of Contract

Within ten (10) days after the opening of the bids, the Owner will accept one of the bids or reject all of the bids received. The City of Cottage Grove will provide notice of its intent to award in writing per City Rule 137-049-0395.

It is the Owner's intent to award a single contract to the responsible bidder who submits the lowest total bid and whose proposal complies with these and all other contract documents.

In determination of the lowest responsible bidder, the City of Cottage Grove reserves the right to take into account and give reasonable weight to the extent of the bidder's experience on work of the nature involved, on the bidder's record as to dependability in the carrying out of other contracts, and evidence of present ability to perform the contract in a satisfactory manner.

The Owner also reserves the right to reject any or all bids, and to waive any informality or technicality in the bids received or in the bidding procedure.

8. Execution of Contract and Damages for Failure to Execute

The bidder whose proposal is accepted will be required within ten (10) calendar days after notice that a contract has been awarded to him/her, to appear and execute a contract with the City of Cottage Grove for the full and complete performance of all work and payment for all labor and materials specified therein, and execute bonds for the faithful performance and payment of such contract in the sum of the total amount of the contract satisfactory to the Owner. Said bonds shall be with a surety company as bondsman whose financial standing and record of service is satisfactory to the Owner. Said performance, payment, and public works bonds shall be in force for one year after acceptance of the completed work to cover all guarantees against defective workmanship and materials.

At the time of executing the contract, the successful bidder shall also submit to the Owner the required Certificate of Insurance. Should the successful bidder fail or refuse to execute the contract and furnish the bonds and insurance certification, then the bid security deposited by said bidder shall be retained as liquidated damages by the Owner.

9. Beginning of the Work

It is the intent of the Owner that this work begin without delay. The Contractor shall commence the work contemplated under these contract documents within ten (10) calendar days of receipt of Owner's "Notice to Proceed", unless otherwise directed by the Engineer, and shall complete the same within the time specified in the proposal, it being expressly understood and agreed that the time of beginning, the rate of progress and time of completion of the work are of the essence of this contract.

10. Submission of Pre-qualification Forms

Bidders must be pre-qualified with the City of Cottage Grove or the Oregon Department of Transportation in accordance with ORS 279C.430. A completed City of Cottage Grove Pre-qualification form or Oregon Department of Transportation Pre-qualification form must be submitted to the City of Cottage Grove by all perspective bidders on or before 5:00 p.m., Friday, September 23, 2022. Bidders must be pre-qualified in street repair construction and sewer construction to complete the project.

11. Submission of Bids

Each bid shall be sealed in an envelope, properly addressed to the City Engineer Nathan Patterson, P.E., 310 5<sup>th</sup> St, Springfield, OR, 97477 and will be received at Branch Engineering, Inc., 310 5th Street, Springfield, Oregon 97477, and showing on the outside of the envelope the name of the bidder, the project, the date and hour of opening, and the words "sealed bid" per City Rule 137-049-0200(1)(a)(D). Bids will be received at the time and place stated in the Advertisement for Bids.

12. Funding and Owner

This project is being funded by city funds.

13. Minimum Wage

The minimum rate to be paid all crafts and labor on this contract shall be the prevailing wage rate for the individual crafts involved in the Lane County area during the life of the contract or the minimum wage specified in a wage determination decision of the State of Oregon, Commissioners of the Bureau of Labor, whichever is higher.

14. Indemnity

Each bidder agrees that his/her performance under this contract is at his/her sole risk and that she/he shall indemnify the City of Cottage Grove and, officers, agents and employees, against and hold them harmless from, any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with this contract, or from Contractor's failure to perform fully hereunder, and bidder further agrees to defend the City of Cottage Grove, their officers, agents and employees against all such suits, actions or proceedings brought by any third party against them for which the Contractor would be liable there under.

15. Withdrawal of Bids

Any bidder may withdraw their bid, either personally or by written request, in accordance with City Rule 137-049-0320(2)(a), at any time prior to closing. However, upon opening, all bids shall be irrevocable for a period of SIXTY (60) days from the time of opening.

16. Items to be Returned with Submission of Bid

- a. Schedule of Bid Items.
- b. Bid security not less than ten (10) percent of the total bid.
- c. All addenda or acknowledgment therefore, if any.

Note: A completed City of Cottage Grove Pre-qualification form or Oregon Department of Transportation Pre-qualification form must be submitted no later than 5:00 p.m., Friday, June 9, 2023.

17. Addenda

The City of Cottage Grove will not mail notice of Addenda, but will publish notice of any Addenda on the City's website. Prospective bidders should frequently check the City's website until closing (i.e., at least once weekly until the week of closing and at least once daily the week of or before closing). In all other ways, addenda shall be issued as set forth in City Rule 137-049-0250.

18. Solicitation and Award Protests

Solicitation protests will be handled pursuant to City Rule 137-049-0260(3) and award protests will be handled pursuant to City Rule 137-049-0450(4).

19. Items to be Returned Within 2 hours of Bid Opening

In accordance with ORS 279C.370, all bidders must submit to the City of Cottage Grove at Branch Engineering, 310 5<sup>th</sup> St, Springfield, OR, 97477, on the attached form (next page) within two (2) hours following the date and time of bid opening, a list of all first tier Subcontractors, who will furnish labor or labor and materials on the project and whose subcontract amounts are at least 5% of the Contractor's total bid amount, but at least \$15,000, or \$350,000, regardless of the percentage of the total project bid.

20. Asbestos Abatement Projects

A Contractor or Subcontractor under this contract will not be required to be licensed under ORS 468A.720 regarding asbestos abatement projects. City Rule 137-049-0200(1)(a)(L)

21. Non-mandatory Pre-bid Conference

There is no pre-bid conference scheduled for this project.

## **SECTION 200 – BID PACKAGE DOCUMENTS**

- **210 – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**
- **220 – PROJECT BID**
- **230 – SCHEDULE OF BID ITEMS**

**SECTION 210**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY

JOB #: 22-001L

BID CLOSING: Date: June 14<sup>th</sup>, 2023

Time: 2:00 p.m.

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

List below the name of each Subcontractor that 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 AND CCB NUMBER	DOLLAR VALUE	CATEGORY OF WORK
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

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 number: \_\_\_\_\_

## **SECTION 220**

### **PROJECT BID**

PROJECT: COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY

TO: Branch Engineering  
310 5th Street  
Springfield, Oregon 97477

1. The undersigned bidder agrees and certifies as follows:
  - (a) Bidder shall be bound by and will comply with the provisions of ORS 279C.840 and 40 U.S.C. 276a;
  - (b) Bidder will comply with the provisions of ORS 305.385 relating to Oregon tax laws;
  - (c) Bidder has not and will not discriminate against minority, women, or emerging small businesses, business enterprises, or a business enterprise that is controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontracts. Bidder acknowledges that failure to do so shall be grounds for disqualification;
  - (d) Bidder, its subcontractors, if any, and all employers working on this project are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers;
  - (e) Bidder is registered and in good standing with the Construction Contractors Board, in accordance with ORS 701.035 to 701.055;
  - (f) All sub-Contractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the sub-Contractors commence work under the contract.
2. The undersigned bidder, having familiarized her/himself with the drawings, specifications, and other contract documents related to the City of Cottage Grove's COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY hereby proposes to furnish all materials, equipment, and labor necessary to perform all work to complete the COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY in strict accordance with the plans, specifications and this proposal, all of which are made a part of the contract documents herein by this reference.
3. This bid includes all fees, taxes, profit, overhead, tools, expendable equipment, utilities, transportation costs and other expenses necessary to complete this project.
4. It is understood that the sum of the bid item amounts shall constitute complete compensation for the COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY and all

appurtenances complete and ready for operation as shown in the plans and specifications.

The City reserves the right to delete any bid item from a Bid Schedule and/or delete an entire Bid Schedule(s) and the undersigned bidder will make no claims for anticipated profits or additional compensation for any such decrease in the work.

5. The bidder declares that he/she has visited the site of the proposed work and has become fully acquainted with conditions relating to construction and labor and understands fully the facilities, difficulties and restrictions attending the execution of the work under the contract.

6. The bidder agrees, if awarded the contract, to execute and deliver to the City of Cottage Grove, within ten (10) calendar days after formal award, signed copies of the contract, in triplicate: satisfactory performance, payment and public works bonds; and appropriate certificates of insurance.

7. The bidder further agrees that the required bid security consisting of a certified check or bid bond, in the amount of ten (10) percent of the bid is hereto attached, and that the bid security will be placed in escrow with the City of Cottage Grove; that should the undersigned fail to execute an agreement, the performance bond, the public works bond, the payment bond, and certificate of insurance within ten (10) calendar days after his/her proposal has been accepted, the bid security shall be forfeited as liquidated damages; but if this bid is not accepted within ten (10) days of the time set for the opening of the bids, or if the undersigned executes and timely delivers said agreement and documents, the bid security shall be returned.

8. It is understood that the undersigned bidder may withdraw his bid at any time prior to the date and time of bid opening, but that all bids shall be irrevocable for a period of SIXTY (60) days from the time of opening.

9. The bidder proposes to commence the work on or before a date to be specified in the "Notice to Proceed" and to complete the work in all respects within fifty-two (52) calendar days thereafter; whichever comes first, in accordance with the plans, specifications, and contract documents for:

**COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY**

10. In the event the bidder is awarded a contract and shall fail to complete the work within the time limit specified, or the extended time limit as provided in the specifications, liquidated damages shall be paid by the Contractor to the City of Cottage Grove, at the rate per day specified in the General Conditions until the work is complete in all respects.

11. Receipt of the following addenda to the plans and/or specifications is hereby acknowledged:

<u>Addendum No.</u>	<u>Date of Receipt of Addendum</u>	<u>Signed Acknowledgment</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____



(NOTE: Failure to acknowledge receipt of Addenda may be considered an irregularity in the Proposal.)

12. The undersigned as bidder declares that the only person or parties interested in this proposal, as principals, are those named herein; that his/her proposal is made without collusion with any other person, firm or corporation; that she/he has carefully examined the contract documents, including the specifications and special provisions and project site, and that she/he will contract with Owner to furnish the services and materials as specified, in the manner and the time therein prescribed and according to all the requirements set forth therein, and that the contents of this bid have not been communicated by the bidder, his/her employees or agents to any person not an employee or agent of the bidder.

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

IF CORPORATION (ATTEST): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SECTION 230**

**SCHEDULE OF BID ITEMS**

ITEM No. ODOT SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
1 210	Mobilization, Bonds, And Insurance	1	Lump Sum	\$	\$
2 280	Erosion Control	1	Lump Sum	\$	\$
3 305	Construction Survey Work	1	Lump Sum	\$	\$
4 310	Removal of Fence, Complete	1	Lump Sum	\$	\$
5 320	Clearing and Grubbing	1	Lump Sum	\$	\$
6 330	General Excavation	5229	Cubic Yard	\$	\$
7 350	Subgrade Geotextile	3418	Square Yard	\$	\$
8 445	8-Inch Storm Sewer Pipe, Class B Backfill, 5 Foot Depth	175	Foot	\$	\$
9 641	1-1/2" Minus, Densely Graded Aggregate Base	2095	Ton	\$	\$
10 641	1-1/2" Minus, Openly Graded Aggregate Base	134	Ton	\$	\$
11 745	Level 2, 1/2" Dense HMAC	145	Ton	\$	\$
12 1010	8' Level Spreader	6	Each	\$	\$
13 1050	20' 2-1/2 Inch Chain Link Single Gate	1	Each	\$	\$
<b>BID TOTAL</b>					

**Total Amount of Base Bid** \$ \_\_\_\_\_

**Total Base Bid price written out in words**  
\_\_\_\_\_

**Note: All Unit Price Bids should be considered as "Furnished and Installed".  
Billing is to be as complete units and partial bills will not be paid.**

**To Be Considered Responsive, the following must be signed and completed by your firm:**

We hereby certify to do the work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the 'City of Cottage Grove' against all claims arising out of any actions caused by our company during the performance of this contract.

We hereby certify that we will comply with the provisions of ORS279C.840 (BOLI Wage Requirements).

Company \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Authorized Official)

Date \_\_\_\_\_

By \_\_\_\_\_  
(Type or Print Name)

Phone \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

Fax \_\_\_\_\_

Surety Company (Performance Bond) \_\_\_\_\_

Contact at Surety \_\_\_\_\_ Phone \_\_\_\_\_

CCB# \_\_\_\_\_ No. Years Registered w/CCB \_\_\_\_\_

Are there any outstanding claims against your firm: Yes \_\_\_\_\_ No \_\_\_\_\_

-----  
**Protest of Contractor Selection/Contract Award must be made by Written Notice within Five (5) Days of the Posted Award Date in accordance with OAR 137-049-0450**

**All the prospective bidders will have specific line items to bid on and the award will be made on the lowest qualified bid on the total bid items. The City will reserve the right to add or delete items as the project goes forward.**

- 1. Liquidated Damages: See General Conditions 110.9.00.**
- 2. Please invoice referencing the above exact line-item numbers and line items. All quantities must be approved by the Project Engineer before invoicing.**

## **SECTION 300 – SAMPLE CONTRACT**

- **310 – CONTRACT FOR CONSTRUCTION**
  - **EXHIBIT A – SCOPE OF WORK**
  - **EXHIBIT B – PUBLIC CONTRACTING CODE REQUIREMENTS**
- **320 – PERFORMANCE BOND**
- **330 – PAYMENT BOND**
- **340 – PUBLIC WORKS BOND**

**SECTION 310**

**CONTRACT FOR CONSTRUCTION**

OF

**COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY**

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Cottage Grove hereinafter called the OWNER and \_\_\_\_\_ hereinafter called the CONTRACTOR.

WITNESSETH:

Said CONTRACTOR, in consideration of the sum to be paid by the said OWNER and of the covenants and agreements herein contained, hereby agrees to commence and complete the construction described as follows:

**COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY**

hereinafter called the PROJECT and to the extent of the Proposal made by the CONTRACTOR on the \_\_\_\_ day of \_\_\_\_\_, 2023, all in full compliance with the Contract Documents referred to herein.

The "Advertisement for Bids", the "Instructions to Bidders", the signed copy of the "Bidder's Proposal", the signed copy of the "Addenda", the "General Conditions, the "Special Provisions", the "Technical Specifications", the "Performance Bond", the "Payment Bond", the "Public Works Bond", and the "Insurance Certification", all bound herewith; "Prevailing Wage Rates" dated January 5, 2023" published by the State of Oregon Bureau of Labor and Industry (BOLI), the "Oregon Standard Specifications for Construction - 2021" including modifications and revisions, and the "Plans", which include all maps, plats and prints are hereby referred to and by reference made a part of this Contract as fully and completely as if same were fully set forth herein and are mutually cooperative herewith.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay the CONTRACTOR the amount bid as adjusted in accordance with and as determined by the provisions of these Contract Documents, and based on the said Proposal made by the CONTRACTOR, and to make such payments in the manner and at the times provided in these Contract Documents.

The CONTRACTOR agrees to indemnify and save harmless the OWNER from any and all defects appearing or developing in the workmanship performed or furnished under this Contract while in progress and for a period of one (1) year after the final acceptance thereof by the OWNER.

It is agreed that the time limit for the completion of the contract, based on the Bidder's Proposal shall be fifty-two (52) calendar days. In the event the CONTRACTOR shall fail to complete the work within the time limit, or extended time limit agreed upon as more particularly set forth in these Contract Documents, liquidated damages shall be computed at the

rate indicated in the SCHEDULE OF LIQUIDATED DAMAGES, Item 5.3 of the General Conditions.

The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to accurately estimate.

Contractor shall comply with all applicable provisions of federal, state, and local laws, including without limitation, applicable provisions of the Oregon Public Contracting Code ORS 279C, as more specifically set forth on Exhibit B. (See attached "Exhibit B")

Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, wither in whole or in part, without the City of Cottage Grove's prior written consent. Such consent shall not relieve Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and bound to abide by all provisions of the Contract. If the City of Cottage Grove consents in writing to an assignment, sale, disposal, or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety shall remain liable to the City of Cottage Grove for complete performance of the Contract as if no such assignment, sale, disposal, transfer, or delegation had occurred, unless the City of Cottage Grove otherwise agrees in writing.

IN WITNESS WHEREOF, we the parties hereto each herewith subscribe the

same this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OWNER

CONTRACTOR

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

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

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

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

ATTEST: \_\_\_\_\_  
CITY RECORDER

IF THE CONTRACTOR IS A CORPORATION:

ATTEST: \_\_\_\_\_

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

(SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES TO BE PERFORMED (Bid Schedule)**

## **EXHIBIT B**

### **PUBLIC CONTRACTING CODE**

#### Requirements for Public Improvement Contracts Over \$50,000

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
  - (a) ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the prime contractor by the public contracting agency; and
  - (b) ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within 30 days after receipt of payment from the public contracting agency.
  - (c) ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to the Contracting Agency that an employee drug-testing program is in place within 10 days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Contracting Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due



Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the Contracting Agency is unable to determine the validity of any claim for labor or material furnished, the Contracting Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the Contracting Agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30%. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. ORS 279C.527 (Green Energy Technology): Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
11. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
12. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is 4 consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
13. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this contract in writing, 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 the days per week that the employees may be required to work.

14. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
  - (a) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments. Such publications can be reviewed electronically at:  
  
<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>  
  
and are hereby incorporated as part of the contract documents
  - (b) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
  - (c) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
  - (d) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
15. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days' written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for work performed on contracts entered into before the cancellation. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
  - (b) Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
16. As may be required by ORS 279C.845, Contractor or contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the Contracting Agency in writing.
- (a) If a contractor is required to file certified statements under ORS 279C.845, the Contracting Agency shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed with the Contracting Agency statement as required by ORS 279C.845. The Contracting Agency shall pay the contractor the amount retained within 14 days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The Contracting Agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.
  - (b) The contractor shall retain 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Contracting Agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Contracting Agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.
17. All employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
18. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
19. The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
20. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, minority-owned or women-owned businesses, or emerging small businesses or a disadvantaged business enterprise in obtaining any required

Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a service-disabled veteran as defined in ORS 408.225. ORS 279A.110.

21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
23. As may be applicable, Contractor certifies that all subcontractors performing construction work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the subcontractors commence work under this contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
26. Pursuant to OAR 137-049-0880, the Contracting Agency may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
27. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Contracting Agency 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 the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
  - Forest Service
  - Soil Conservation Service
- Defense, Department of
  - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
  - Bureau of Sport Fisheries and Wildlife
  - Bureau of Outdoor Recreation
  - Bureau of Land Management
  - Bureau of Indian Affairs
  - Bureau of Reclamation
- Labor, Department of
  - Occupational Safety and Health Administration
- Transportation, Department of
  - Federal Highway Administration
- Homeland Security, Department of
  - Coast Guard

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

28. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."



- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is not Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed to reasonably time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances;
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

- .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner of its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.



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

12 DEFINITIONS

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

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or other wise to comply with the terms of the Construction Contract.

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

SURETY  
Company:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

**SECTION 330**

**PAYMNET BOND**

(Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable)

Contractor (Name and Address):

Surety (Name and Principal Place of Business):

Owner (Name and Address): CITY OF COTTAGE GROVE  
400 EAST MAIN STREET  
COTTAGE GROVE, OR 97424

Construction Contract:  
Date:  
Amount:  
Description (Name and Location):

Bond  
Date (Not earlier than Construction Contract Date):  
Amount:  
Modifications to this Bond:  None  See Page 4

CONTRACTOR AS PRINCIPAL SURETY  
Company: (Corporate Seal) Company: (Corporate Seal)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Name and Title: \_\_\_\_\_

(Any additional signatures appear on page 4)

\_\_\_\_\_  
(FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT OR BROKER: OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other Party):

- 1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - 4.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment including in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - 4.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - 4.3 Not having been paid within the above 30 days has sent a written notice to the Surety (at the address described in Paragraph 12) and stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of the Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are disputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owners priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligation to Claimants under this bond.
10. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner and the Contractor shall be mailed or delivered to the address shown on the signature age. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms labor, materials or equipment and that part of water, gas, power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

SURETY  
Company:

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety Bond #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_

We, \_\_\_\_\_, as principal, and business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a Contractor or Subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR 839, then this obligation shall be void; otherwise to remain in full force and effect.

The bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Surety by: \_\_\_\_\_ (Seal)

Principal by: \_\_\_\_\_

Company Name

Name

---

*Signature*

---

*Title (e.g. Attorney-in-Fact)*

**SEND BOND TO: Construction Contractors Board**

---

**P.O. Box 14140  
Salem, OR 97309-5052  
Telephone: (503) 378-4621**

---

*Zip*

---

*Signature*

---

*Title*

---

*Address*

---

*City*

---

*State*



## **SECTION 400 – GENERAL CONDITIONS**

- **410 – DEFINITIONS AND ABBREVIATIONS**
- **420 – PLANS AND SPECIFICATIONS**
- **430 – THE ENGINEER**
- **440 – THE CONTRACTOR**
- **450 – PROSECUTION AND PROGRESS OF THE WORK**
- **460 – PAYMENT FOR THE WORK**
- **470 – PREVAILING WAGE RATES**

## GENERAL CONDITIONS

---

### SECTION 410 DEFINITIONS AND ABBREVIATIONS

1.00 - DEFINITIONS. In the material bound herewith, certain words or expressions shall be understood to have the following meanings:

1.01 - Bidder. Any individual, firm or corporation formally submitting a proposal for the work contemplated herein, acting either directly or through an authorized representative.

1.02 - City. Wherever the word "City" occurs in these Contract Documents, the term shall signify the incorporated City of Cottage Grove, Oregon, acting through its governing body or authorized employees.

1.03 - Contractor. The individual, firm or corporation undertaking the execution of the work under the terms of the Contract and acting either directly or through his or its agents or employees.

1.04 - Engineer. The word "Engineer" shall signify the City Engineer of the City of Cottage Grove, acting either directly or through an authorized City employee.

1.05 - Contract Documents. The Contract Documents consist of the Instructions to Bidders, General Conditions, the Advertisement for Bids, Project Proposal, all Addenda, Special Provisions, Technical Specifications, the Contract, the Performance Bond, Payment Bond, Public Works Bond, Bid Schedules, and the Plans, all bound herewith. The Contract Documents shall also include the BOLI Prevailing Wage Rate Schedule dated January 5, 2023 including any current amendments, the Oregon Standard Specifications for Construction, 2021 edition, published by the Oregon Department of Transportation, including all modifications thereof, incorporated into the Contract Documents before their execution; and all Change Orders entered into by mutual agreement between the City and the Contractor.

1.06 - Work. Work shall be understood to mean the furnishing of all labor, materials, equipment and other incidentals necessary for the successful completion of the project and obligations imposed upon the Contractor by the Contract.

1.07 – Oregon Standard Specifications for Construction, 2021 Edition. Oregon Standard Specifications for Construction, 2021 Edition shall be understood to mean: Oregon Standard specifications for Construction, 2021 Edition, and any modifications thereof.

2.00 - ABBREVIATIONS. In the material bound herewith, certain words or expressions shall be understood to have the following meanings:

AASHTO:	American Association of State Highway and Transportation Officials
AGC:	Associated General Contractors of America
AIA:	American Institute of Architects
ANSI:	American National Standards Institute
APWA:	American Public Works Association
ASCE:	American Society of Civil Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWWA:	American Water Works Association
BOLI:	Bureau of Labor & Industries
CCB:	Construction Contractors Board
CFR:	Code of Federal Regulations
DBE:	Disadvantaged Business Enterprise
DEQ:	Department of Environmental Quality, State of Oregon
EPA:	U.S. Environmental Protection Agency
FHWA:	Federal Highway Administration, U.S. Department of Transportation
FSS:	Federal Specifications & Standards, General Services Administration
GSA:	General Services Administration
MIL:	Military Specifications
MUTCD:	Manual on Uniform Traffic Control Devices
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OAR:	Oregon Administrative Rules
ORS:	Oregon Revised Statutes
OSHA:	Occupational Safety and Health Administration
ODOT:	Oregon Department of Transportation
PUC:	Public Utility Commission, State of Oregon
QA:	Quality Assurance
QC:	Quality Control
UBC:	Uniform Building Code (as adopted by the State of Oregon)
UL:	Underwriters Laboratories, Inc.
UPC:	Uniform Plumbing Code (as adopted by the State of Oregon)
USC:	United States Code

**SECTION 420**  
**PLANS AND SPECIFICATIONS**

1.00 - Plans. The Plans that describe the work to be performed are as tabulated in the Contract. In the event of discrepancies between the Plans and Specifications, the Specifications shall govern, or as otherwise specified in the Special Provisions of the Specifications.

2.00 - Alteration in Details of Construction. The Engineer, during the progress of the work may alter any of the details of construction as may be found expedient, or suitable, and such alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to execute the altered work the same as if it had been part of the original Contract. Any claims for extension of time or payment for extra work involved shall be made by the Contractor at the time that such alterations are authorized. If alterations result in diminishing the quantity of work, they shall not constitute a claim for anticipated profits on the work so dispensed with.

**SECTION 430**  
**THE ENGINEER**

1.00 - Engineer's Status. The Engineer shall have general supervision and direction of the work. He is the agent of the City to the extent provided in the Contract Documents. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

The Engineer shall, within a reasonable time, make decisions and recommendations on all claims of the City or Contractor and on all matters relating to the execution and progress of the work, and on interpretation of the Plans, and the City shall finally approve of all such decisions.

2.00 - Unnoticed Defects and Rejected Material. If any portion of the work shall prove defective and not in conformance with the Plans and Specifications, and if such defective or non-conforming work does not, in the opinion of the Engineer, detract from soundness or acceptability, the Engineer, subject to the written approval of the City, shall have full authority to retain such work and make such deductions in the payment to the Contractor as are determined just and reasonable. All other defective or non-conforming work and rejected material shall be removed and replaced at the Contractor's expense. Failure by the Engineer to condemn or reject defective or non-conforming work and materials shall not be construed to imply acceptance of such work and materials.

3.00 - Approval of Shop Drawings. The Contractor shall submit four (4) copies of all shop or setting drawings and schedules required for the work of the various trades, and the Engineer shall pass upon them with reasonable promptness, making desired corrections. The Contractor shall make any corrections required by the Engineer, file with him two corrected copies, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

## **SECTION 440**

### **THE CONTRACTOR**

1.00 - Contractor's Representatives. The Contractor shall at all time during his absence from the work, have a competent superintendent or foreman as his agent on the work, who shall receive instructions from the engineer or his authorized representatives. The superintendent or foreman shall have full authority and responsibility to promptly supply such materials, tools, plant equipment, and labor as may be required.

2.00 - Laws, Permits and Licenses. The Contractor at all times shall observe and comply with all Federal and State laws, City ordinances and regulations in any manner affecting the conduct of the work, and shall further comply with such orders or decrees as exist at present, and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the City, its officers and employees against the claim or liability arising from the violation of any such laws, ordinances, regulations, orders or decrees, whether such violation be by the Contractor, his Subcontractors or his employees.

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

3.00 - Protection of Property and Persons. In the performance of the work to be done under the Contract, the Contractor shall use every reasonable means to avoid damage to property, injury to persons and loss, expense, inconvenience, and delay to the City, users, and others. He shall provide protective devices wherever and whenever needed in affording this protection and, in the performance of the work, he shall use no means or methods which will endanger either persons or property. He shall further comply with all Federal, State and Local Codes relating to the safety and protection of his employees.

All damages and injury to property that may be caused by or that may result from the carrying out of the work to be done under the Contract or from any act, omission, or neglect of the Contractor, shall promptly be made good by the Contractor either by repairing, rebuilding or replacing of the property damaged.

4.00 - Furnishing of Material. Unless otherwise specified in the Special Provisions, all material furnished in connection with the work shall be new and first quality.

5.00 - Inspection of the Work. The Engineer or his representatives shall be allowed access to all parts of the work at all times and shall be furnished with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Plans and specifications. The Contractor shall cut and replace with new materials, at his own expense, such samples as are customarily required for testing purposes. The Contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or the making good of the parts removed, shall be paid for as "extra work", but should the work so exposed or examined prove unacceptable, the uncovering or removing, and replacing of the covering and the making good of the parts removed, shall be at the Contractor's expense.

6.00 - Subcontractors. Nothing in these Contract Documents shall be construed to imply a contractual relationship between the City and any Subcontractor engaged by the Contractor. The Contractor agrees that he is fully responsible to the City for all acts of his Subcontractors, material suppliers, employees and indirect employees.

7.00 - Responsibility for Damages. The Contractor shall be responsible for all loss, expense, inconvenience and delay that may be caused by or that may result from any act, omission or neglect of the Contractor in the performance of the work to be done under the Contract. The Contractor shall indemnify and save harmless the City and its officers and employees from all claims, demands, suits or actions of every name and description brought for or on account of any damage, injury, loss, expense, inconvenience or delay received or sustained, or claimed to be received or sustained, by any person or persons, which damage, injury, loss, expense, inconvenience, or delay may have been caused by or may have resulted from the performance of the work to be done under the Contract.

8.00 - Responsibility for the Work. Until final acceptance of the Contract, the Contractor shall be held responsible for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever, and he shall make good at his own expense all injuries or damages to any portion of the work before its completion and final acceptance.

9.00 - Taxes. The Contractor shall withhold all Federal, State and local taxes from wages, make all Social Security payments, and pay all taxes, charges and fees which are now or may hereafter be charged.

10.00 - Performance, Payment, and Public Works Bonds. The Contractor shall furnish surety bonds in amounts equal to the total amount of the Contract, as set forth in the Bidder's Proposal as satisfactory to the City. The bonds shall be on the forms bound herewith and shall remain in full force for one (1) year after conditional acceptance of the work, to cover all guarantees against defective workmanship and materials and to insure payment to all person supplying labor or materials in connection with the Contract.

Pursuant to Senate Bill 477, the Contractor shall be required have a Public Works Bond filed with the Construction Contractors Board (CCB) prior to the start of work on any Public Works project, unless exempt. The Contractor shall also require every Subcontractor to have a Public Works Bond filed with the CCB prior to starting work on a project, unless exempt. In addition, the Contractor shall provide proof to the City of Cottage Grove that his/her Public Works Bond and Public Works Bonds of all Subcontractors have been filed with the Construction Contractors Board.

11.00 - Insurance. Prior to the start of the work under the Contract, the Contractor shall furnish the City with satisfactory proof of hold-harmless, insurance and related requirements for both work in progress and completed operation as follows:

11.01 - General. In order to protect the financial assets and interests of the City of Cottage Grove and to clarify responsibility and liability between the City and the Contractor, the following procedures, language and conditions shall apply to the work and are hereby incorporated in the contract as if set out in full therein.

11.02 - Hold-Harmless and Indemnification Requirements. To the fullest extent of the law, the Contractor will defend, indemnify, hold harmless and reimburse the City of Cottage Grove (including its officers, Council members, agents and employees) from all

claims, demands, suits, actions, penalties, damage expenses for liability of any kind) including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Contractor, the Contractor's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by the City of Cottage Grove.

11.03 - General Insurance Requirements. The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.

11.04 - Automobile Liability. Automobile liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) shall be maintained. The City, its employees, officials and agents, the State of Oregon, ODOT, its officers, employees and agents will be named as additional insured with respect to work or services performed under this agreement. This shall apply to both work in progress and completed operations. This insurance coverage must be primary and non-contributory with any other insurance and self-insurance the City or State may carry on their own.

11.05 - Builder's Risk Insurance. If so specified in the Contract Documents, the Contractor shall maintain an all risk insurance policy covering the replacement cost of the work during the course of construction. The policy shall include the interest of the City and the design architect or engineer. The amount of the insurance shall equal the completed value of the contract amount.

11.06 - Worker's Compensation Insurance. The Contractor shall provide and maintain worker's compensation coverage for its employees, officers, agents or partners, in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

11.07 - "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the Contractor may request and City may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If City approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.



11.08 - Evidence of Insurance Coverage. Evidence of the above coverages issued by a company satisfactory to the City of Cottage Grove shall be provided to the City by way of a certificate(s) of insurance prior to the commencement of any work or services. Contractor or its insurer must provide 30- days' written notice of cancellation, material change, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Clauses such as "Company will endeavor to mail 30 days written notice" must be modified as follows: "Company will ~~endeavor to mail 30 days~~ written notice." Furthermore, clauses such as "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" must be stricken as follows: "~~but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives~~". Failure to maintain the proper insurance shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this contract.

11.09 - Equipment and Material. The Contractor shall be responsible for any loss, damage or destruction of its own property, equipment and materials used in conjunction with the work.

11.10 - Subcontractors Insurance Requirements. The Contractor shall require all Subcontractors to provide and maintain general liability, auto liability, professional liability (where applicable) and worker's compensation insurance with coverages equivalent to those required of the general Contractor in this contract. The Contractor shall require certificates of insurance from all Subcontractors as evidence of coverage.

12.00 - Guarantee. The Contractor shall guarantee all work and materials furnished under the Contract for a period of one (1) year after conditional acceptance and he shall, at his own proper expense, repair and replace any such defective materials and workmanship to the satisfaction of the Engineer, and shall hold the City harmless from all claims arising from defective materials, and workmanship. Nothing herein contained, to furnish materials and workmanship in accordance with Plans and Specifications as herein provided, may be changed without written authorization of the City.

13.00 - Liens and Claims. The Contractor shall not permit a lien to be filed against the works, and prior to final payment for the work performed under the Contract, the Contractor shall furnish the City with an affidavit stating that all claims on labor, services or materials have been settled and filed with the City, the Contractor shall promptly refund to the City all monies that the City may have been compelled to pay in satisfying such liens, including attorney's fees and costs.

**SECTION 450**  
**PROSECUTION AND PROGRESS OF THE WORK**

1.00 - Prosecution of the Work. The work to be done under the Contract shall not be commenced until the Contract, the Performance and Payment Bonds, the Public Works Bond, and Insurance Certification have been executed by the Contractor and his surety and delivered to the City. Performance of the work to be done under the Contract shall be commenced within ten (10) calendar days after the Contractor has been issued a Notice to Proceed.

After the award of the Contract and prior to the work commencing, the Contractor shall meet and consult with the Engineer on the Contractor's proposed arrangements for the prosecution of the work and timing schedules for the various phases of the work. It is agreed by the Contractor that time is the essence of the Contract; and from the time of commencement of the work to the time of completion; the work shall be prosecuted vigorously and continuously, and always in accordance with a schedule which will insure completion within the specified time limit.

2.00 - Character of Workman and Equipment. The Contractor shall employ only competent and efficient laborers, mechanics or artisans; and whenever, in the opinion of the Engineer, any employee is careless or incompetent, or obstructs the progress of the work, or acts contrary to instructions or conducts himself improperly, the Contractor shall, upon written complaint of the engineer, discharge or otherwise remove him from the work and not employ him again on it. The methods, equipment and appliances used and the quantity and quality of the personnel employed on the work shall be such as will produce a satisfactory quality of work and shall be adequate to complete the Contract within the time limit specified.

3.00 - Time of Completion and Liquidated Damages. Inasmuch as delay in the prosecution of the work will inconvenience and increase the cost to the City, it is essential that the work be pressed vigorously to completion. Therefore, the work to be done under the Contract shall be completed in its entirety before the elapse of the number of calendar days stated in the Contract. Recording of the elapse of the calendar days will begin with the tenth (10) calendar day following the date of the notice to proceed.

A calendar day is hereby defined as every day, except legal holidays, as designated by the State of Oregon, on which the Contractor is not prevented, by conditions resulting from inclement weather, or by suspension of work ordered by the Engineer or specifically required by provisions of the Contract or by acts of God from performing work under the Contract with daily productiveness equal to at least fifty (50) percent of the daily productiveness normally possible at the same stage of construction under favorable conditions. The relative productiveness as determined by the Engineer shall be conclusive.

It is agreed by the parties to the Contract that, in case all the work called for under the Contract in all parts and requirements, is not finished or completed within the number of calendar days called for in the Contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delays; and it is therefore agreed that the Contractor will pay to the City as liquidated damages or the City at its option, may deduct from any monies due or to become due to the Contractor from the City, the sum indicated in the schedule shown for each and every calendar day elapsed in excess of the number of calendar days specified for the performance and completion of the work called for in the Contract.

The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to accurately estimate.

Schedule of Liquidated Damages

<u>Total Amount of Contractor's Bid</u> .....	<u>Per Diem of Liquidated Damages</u>
Less than \$5,000.00 .	\$20.00
\$5,000.00 but less than \$15,000.00 .	35.00
\$15,000.00 but less than \$25,000.00 .....	55.00
\$25,000.00 but less than \$70,000.00 .....	85.00
\$70,000.00 but less than \$130,000.00 .....	140.00
\$130,000.00 but less than \$250,000.00 .....	170.00
\$250,000.00 but less than \$500,000.00 .....	210.00
\$500,000.00 but less than \$1,000,000.00 ....	315.00
\$1,000,000.00 and over .....	420.00

Permitting the Contractor to continue and finish the work or any part thereof after the time or number of calendar days fixed for its completion, including any increase in calendar days which may have been granted as hereinafter provided, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

Payment of liquidated damages shall not release the Contractor from obligation in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which it may sustain by failure of the Contractor to carry out the terms of his Contract, it being the intention of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

4.00 - Increase in Time for Performance of Contract. Temporary suspension of work and delays, occasioned by errors or changes in the Plans and Specifications of the Contract or failure of the City, its employees and its other Contractors to act promptly in carrying out obligations and duties shall be considered causes for increasing the number of calendar days specified for the completion of the work without assessment for liquidated damages, to the extent only that said causes actually increase the number of calendar days required for completion of the work to be done under the Contract.

Shortage or inadequacy of labor or equipment, or failure to supply the necessary materials, shall not be considered to be beyond the Contractor's control, and delays resulting there from shall not be considered cause for increase in the number of calendar days specified for the completion of the work.

In the event the Contractor is prevented from completing the work to be done within the number of calendar days, specified for completion by reason of one or more of the causes set forth above only, the Contractor may request the City to increase the number of calendar days specified for the completion of the work without assessment of liquidated damages. The request shall be in writing, shall set forth in full the conditions which have delayed or prevented completion of the work, shall state the dates of the calendar days during which prosecution of the work was actually prevented by such conditions. The decisions of the City as to whether and to what extent an

increase in the number of calendar days for completion of the work without assessment of liquidated damages shall be granted shall be final.

5.00 - Cancellation of Contract by the Owner. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently refuse or should fail to supply enough properly skilled workmen or proper materials for the efficient prosecution of the project, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the employment of the Contractor, and require the surety to complete the Contract. In the event action as above is taken by the City, the Contractor shall not be entitled to receive any further payment and payments due shall be made directly to the surety; and upon completion of the work by the surety, the surety will be entitled to receive an amount equal to the difference of the sum of amounts previously paid to the Contractor and the amount the Contractor would have been entitled to receive for the work, under the terms of the Contract, had he himself completed the work.

In lieu of the above, the City may, if it so elects, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the City may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall with the surety's guarantee, pay the difference to the City. The expense incurred by the City, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

6.00 - Use of Premises by the City. The City reserves the right to enter upon the premises, to use same, and to let other contracts in connection with this Contract, or to use parts of the work of the Contractor before the final completion of the work, it being understood that such use by the City in no way relieves the Contractor from full responsibility of his obligations in completing his Contract. Taking possession of completed or partially completed portions of the work shall not constitute acceptance of any work not completed in compliance with the Contract Documents. The Contractor shall be entitled to extra compensation and/or an increase in the time limit if the Engineer determines that such possession by the City increases the Contractor's costs and delays the work.

7.00 - Cutting and Patching. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors or existing facilities, as shown upon or reasonably implied by the Plans and Specifications for the completed structure, and he shall make good after them as the Engineer may direct. The Contractor shall not endanger any work by overloading, cutting, digging, or otherwise, and shall not alter the work of any other Contractor without the consent of the Engineer.

8.00 - Cleanup by Contractor. The Contractor shall at all times keep the premises free from accumulations of waste material or debris caused by his employees or work materials, and leave the work in a neat condition satisfactory to the City. The project area shall be cleaned up within two (2) weeks of the final acceptance of the project by the City.

**SECTION 460**  
**PAYMENT FOR THE WORK**

1.00 - Application for Payments by the Contractor. Partial payments shall be made in accordance with ORS 279C.500 to ORS 279C.570 and shall be due the Contractor not later than 30 days after receipt of the invoice, for work performed during the preceding calendar month. Five (5) percent (%) of the amount invoiced will be retained out of progress payments as allowed under this statute.

The Contractor shall submit to the City an application for each payment, and if required, receipts or other vouchers showing his payment for materials and labor, including payments to Subcontractors. Such application shall be submitted at least thirty (30) days before each payment falls due and if required, the Contractor shall submit with the application to the City a schedule of values of various parts of the work upon which payment is requested.

No certificate issued or payment made to the Contractor shall be an acceptance of any work or materials not in accordance with the Contract. Five (5) percent of all monies earned by the Contractor will be retained no more than thirty (30) days after the date upon which the City accepts the work covered by the Contract, as evidenced by the Engineer's final inspection and recommendation of acceptance.

2.00 - Extra Work. Extra work shall not be performed by the Contractor, except in an emergency endangering life or property, unless it is in pursuance of a written supplemental agreement, signed by the City. No claim for an addition to the Contract price shall be valid unless the extra work involved has been ordered by supplemental agreement, with the amount of the extra claim established prior to the execution of the extra work.

3.00 - Suspension of Payments. No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the Specifications remains un-complied with. Neither shall any partial or final payment be made as long as any claim of lien filed or prosecuted against the City, contrary to the provisions of the Contract remains unsatisfied.

4.00 - Final Inspection. Unless otherwise provided, the Engineer shall make a final inspection of all work included in the Contract within ten (10) days after notification by the Contractor that the work is completed. If the work is not acceptable to the Engineer, he shall advise the Contractor as to the particular defects to be remedied before final acceptance can be made. When, in the opinion of the Engineer, the work is acceptable and has been completed in accordance with the Contract, the Engineer shall file a Certificate of Completion with the City. Neither the final certification nor the final Payment nor any provision of the Contract Documents shall relieve the Contractor of his responsibility for defective material and workmanship for the length of, and to the extent of his guarantee as provided under Item 4.12 of these General Conditions. The failure or neglect on the part of the Engineer to condemn unsatisfactory material or to reject inferior workmanship shall in no way release the Contractor, nor shall the Engineer's acceptance thereof be construed to mean the acceptance of such unsatisfactory work or material, and no payment therefore shall be construed as an acceptance of defective work or improper materials under the provisions of the Contract Documents.

5.00 - Final Payment. As soon as practicable after the completion and acceptance of the work under the Contract, as evidenced by the Engineer's certificate of completion, the Engineer will

prepare a final estimate of the total amount earned by the Contractor in accordance with the terms of the Contract and all supplemental agreements. Following this determination of the total amount earned by the Contractor, and final acceptance of the work by the City, final payment shall be made to the Contractor. All prior estimates and payments shall be subject to correction in the final estimate and payment.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance, Payment, and Public Works Bonds.

## SECTION 470

### PREVAILING WAGE RATES

#### COTTAGE GROVE RESERVOIR ACCESS DRIVEWAY

In accordance with ORS 279C.800 et seq., copies of the general prevailing rate of per diem wages in the locality have been determined by the Commissioner of the Bureau of Labor. The January 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, including all current amendments, are hereby incorporated as part of the contract documents. Such publications can be reviewed electronically at:

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

It shall be mandatory for the Contractor and all Subcontractors to pay not less than the applicable prevailing rates for each craft, classification or type of worker.

As a condition of this contract the Contractor and all Subcontractors shall file with the City completed copies of the "Payroll/Certified Statement Form WH-38" included with these specifications.

#### FORM WH-81 "NOTICE OF AWARD OF PUBLIC WORKS CONTRACT"

In accordance with ORS 279C.835 the contracting agency is required to submit a copy of this form to the Bureau of Labor within thirty (30) days after the public works contract is awarded.

#### FORM WH-38 "PAYROLL/CERTIFIED STATEMENT"

This form will be provided to the prime Contractor at the time the contract is awarded with instructions to the prime Contractor to provide copies of the form to every Subcontractor on the project. Contractors may use their own forms to submit payroll information, but they must attach this revised WH-38 with the completed shaded agency information together with the signed certified statement information on the back

END OF SECTION



## **SECTION 500 – STANDARD SPECIFICATIONS**

- **500 – STANDARD SPECIFICATIONS**

## **SECTION 500**

### **CITY OF COTTAGE GROVE STANDARD SPECIFICATIONS**

The Standard Specifications applicable to work on this project and the performance thereof, are those titled "Oregon Standard Specifications for Construction, 2021 edition", in addition to the "Oregon Standard Drawings, 2021 edition", hereinafter called "Standard Specifications" except as the same may be modified, supplemented, or superseded by the Special Provisions herein. The standard specifications are available at [https://www.oregon.gov/odot/Business/Specs/2021\\_STANDARD\\_SPECIFICATIONS.pdf](https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf)

For sanitary sewer work of the project construction, if any, DEQ requires that in addition to the above specification, current DEQ Rules and Specifications will apply, and if a conflict is noted, the more stringent specification will apply. DEQ specifications are the Oregon Standard Specifications for Construction, 2021 edition.

Such Standard Specifications by this reference shall be deemed incorporated herein and made a part hereof as those fully set forth. All number references in the Special Specifications shall be understood to refer to the Section of the Standard Specifications bearing like numbers.

**END OF SECTION**

## **SECTION 600 – SPECIAL SPECIFICATIONS**

- **600 – SPECIAL PROVISIONS**

## SECTION 600

### SPECIAL PROVISIONS

#### Cottage Grove Reservoir Access Driveway

All number references in these Special Provisions shall be understood to refer to the Sections and Subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Section and subsections contained in these Special Provisions in their entirety.

### Class of Work

#### SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

##### **00280.90 Payment** – ADD the following:

Pay item (a) includes all erosion and sediment control materials necessary for the project or shown on the drawings. No additional payment will be made for any additional work, materials, etc. necessary to construct or maintain erosion control facilities specified or necessary to meet the conditions of permits, laws, or regulations. Erosion control lump sum pay item shall cover all necessary work to maintain adequate erosion control for the duration of the work.

#### SECTION 01010 – STORMWATER CONTROL, LEVEL SPREADER

Section 01010, which is not a Standard Specification, is included for this Project by Special Provision.

### Description

**01010.00 Scope** - This Work consists of furnishing and installing a Level Spreader structure as shown in the plans.

##### **01010.02 Definitions:**

Level Spreader - An underground self-activating Structure with no moving mechanical parts or external power sources which converts concentrated water flow into sheet flow and discharges to a downhill filter strip.

**01010.03 Submittals** – Furnish submittals for perforated pipe, crushed rock, geotextile fabric, and wood from the QPL.

### **Materials**

**01010.11 Materials** – Furnish perforated pipe, crushed rock, geotextile fabric, and wood per details in the plan set.

### **Construction**

**01010.40 General** - Construct Level Spreaders according to the plan set and manufacturer's recommendations.

**01010.41 Pipe Connections** - Place connecting pipe at the required alignment and grade. Set the connecting pipe through the full thickness of the wall and flush with the inner face of the wall. Ensure that pipe connections to the Structure are watertight. Connect all pipes to Level Spreaders according to the plan set and manufacturer's recommendations.

### **Maintenance**

**01010.70 Cleaning** - Remove all accumulated sediment and debris before completing the facility.

### **Measurement**

**01010.80 Measurement** - Level Spreaders will be measured by the number of devices installed.

### **Payment**

**01010.90 Payment** - The accepted quantities of Level Spreaders will be paid for at the Contract unit price, each for the item "8' Level Spreader".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

# **Section 900 CONSTRUCTION DRAWINGS**

**DRAWINGS DATED: MAY 31<sup>ST</sup>, 2023**

**C0.0 – Cover Sheet**

**C0.1 – General Construction Notes**

**C1.0 – Existing Conditions & Demolition Plan**

**C1.1 – Existing Conditions & Demolition Plan**

**C2.0 – Plan and Profile Station 1+00-4+40**

**C2.1 – Plan and Profile Station 4+40-8+80**

**C2.2 – Plan and Profile Station 8+80-12+85**

**C2.3 – Plan and Profile Station 12+85-14+40**

**C2.4 – Plan and Profile Station 14+40-17+11**

**C3.0 – Details**

**C3.1 – Details**

**EC0.0 – Erosion Control Cover Sheet & Notes**

**EC0.1 – Erosion Control Cover Sheet & Notes**

**EC1.0 – Erosion Control Existing Conditions & Demolition Plan**

**EC1.1 – Erosion Control Existing Conditions & Demolition Plan**

**EC2.0 – Erosion Control Site Plan**

**EC2.1 – Erosion Control Site Plan**

**EC3.0 – Erosion Control Details**

**EC3.1 – Erosion Control Details**

