

City of Albany, Oregon

If contractor obtains these documents by means of a website or copied from a Plan Center, it is the responsibility of the contractor to check for any addendums to this contract prior to bid opening. **To be notified of addendums, contractor may call 541-917-7676 and request to be added to the plan holders list.**

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

CONTRACT DOCUMENTS

FOR

ST-15-03-A

CARA STREET IMPROVEMENTS PHASE 1



EXPIRATION DATE: 2/3/17

November 14, 2016

Public Works Engineering Director..... Jeff Blaine, P.E.
City Engineer..... Staci Belcastro, P.E.
Engineering Manager/Assistant City Engineer Guy Graham, P.E.
Project Manager..... Lori Schumacher

For more information on this project, contact Lori Schumacher at 541-917-7653.

PUBLIC WORKS – ENGINEERING

CITY OF ALBANY

ST-15-03-A, CARA Street Improvements Phase 1

TABLE OF CONTENTS

TABLE OF CONTENTS1

BIDDER’S SUBMITTAL CHECKLIST2

INVITATION TO BID.....3

PROPOSAL.....4

SCHEDULE OF CONTRACT PRICES6

BID BOND.....9

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION10

FIRST-TIER SUBCONTRACTOR DISCLOSURE.....11

SAMPLE CONTRACT.....12

PERFORMANCE BOND14

PAYMENT BOND16

SPECIAL PROVISIONS18

 SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS18

 SECTION II: STATE AND FEDERAL CONTRACTING LAW24

 SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS28

LIST OF APPENDICES39

 APPENDIX A (ATTACHED)

CONSTRUCTION DRAWINGS (sized 11” x 17” - *attached as separate file*)

BIDDER'S SUBMITTAL CHECKLIST

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

If the Contractor submits a bid via a delivery service (Fedex, UPS, etc.), the required sealed envelope must be enclosed in the delivery service packaging, and the outside of the delivery service envelope must be clearly marked that a sealed bid is enclosed.

All bids must be submitted on City-provided forms that do not contain unauthorized alterations.

All bids shall include the following submittals or may be considered non-responsive:

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

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

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

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



NOTICE TO CONTRACTORS
CITY OF ALBANY
INVITATION TO BID

Category of Bid: Street Projects
Engineer's Estimate: \$850,000
Bids due at 2:00 p.m., Tuesday, November 29, 2016

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

ST-15-03-A, CARA Street Improvements Phase 1: This project includes approximately 1,000 linear feet of street improvements in downtown Albany including a 3-inch asphalt grind inlay, curbs, sidewalk, storm drains, approximately 1,600 linear feet of 12-inch ductile iron water line and related appurtenances.

Bids submitted shall be filed in sealed envelopes, and received at the City of Albany Parks & Recreation counter, not later than 2:00 p.m., Tuesday, November 29, 2016, addressed to the attention of Diane Murzynski, Purchasing Coordinator, at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321. The outside of the envelopes shall plainly identify: (1) the Project name, (2) the Bid Opening time and date, (3) the Bidder's name, and (4) the Contractor's license number (per ORS 701). Immediately following the filing deadline, the bids shall be opened and publicly read in the Calapooia Room of City Hall. Bid totals will be posted on the City's website at <http://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>.

Contract bid documents may be examined at the Office of the Public Works Director, City Hall, 333 Broadalbin Street SW, Albany, Oregon, 541-917-7676; downloaded from the City of Albany website at <http://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>; or a printed set may be purchased for \$35. It is imperative those who download the contract bid documents check the website regularly for addenda, clarifications, and other pertinent notifications. All who are known by the City of Albany to have received a complete set of the contract bid documents will receive notification when additional items are posted. Please call 541-917-7676 to be added to the Planholder's list.

Each bidder must have access to a current set of City of Albany *Standard Construction Specifications*, which can be found on the City's website at <http://www.cityofalbany.net/departments/public-works/engineering/standard-construction-specifications> or a printed set may be purchased for \$100. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications. For project information, call Lori Schumacher at 541-917-7653.

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

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

A 10% bid bond, certified check, or cashier's check shall accompany each bid on all projects and shall be forfeited if the bidder fails to enter into a Contract with the City of Albany within ten (10) days after the date of the Notice of Award.

DATED this 14th day of November, 2016.

Diane M. Murzynski, CPPO, CPPB
Purchasing Coordinator

PUBLISH: Daily Journal of Commerce on November 14, 2016
Albany Democrat-Herald on November 14, 2016

PROPOSAL

To the Honorable Mayor and City Council
Albany, Oregon 97321

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data which it believes pertinent from the Engineer, Owner, and other sources in arriving at these conclusions have been utilized.

CONTRACT EXECUTION, BONDS, AND INSURANCE

The Bidder agrees that if this proposal is accepted:

- A Contract with the City of Albany, Oregon, will be executed, within ten (10) days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Albany the 100% Performance Bond and 100% Payment Bond, and will, to the extent of this proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or shown in the Contract Documents.
- A Request for Taxpayer Identification Number and Certification (W-9 Form) will be completed as a condition of the City's obligation to make payment. In the event the Bidder shall fail to complete and return the W-9 Form to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.
- ACH Direct Payment Authorization. The City prefers to pay Contractor invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, Contractors must complete the City's ACH Vendor Direct Payment Authorization Form. These forms are available on the City website at <http://www.cityofalbany.net/departments/finance/city-purchasing/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).
- Certificates of Insurance. The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in the *Standard Construction Specifications*.

START OF CONSTRUCTION AND CONTRACT COMPLETION DATE

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

LIQUIDATED DAMAGES

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

BID BOND

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

SURETY

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

LUMP SUM OR UNIT PRICE WORK

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

BIDDER

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

In accordance with ORS 279A.120, Bidder hereby declares that it (circle correct designation) is / is not a resident Bidder. The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

If Sole Proprietor or Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____ 2016.

Signature of Bidder Title

If Corporation: IN WITNESS WHEREOF the undersigned corporation has duly authorized the execution of this agreement on behalf of the corporation by the officer named below this _____ day of _____ 2016.

name of corporation

By: _____
Name: _____
(please print name)
Title: _____

SCHEDULE OF CONTRACT PRICES

ITEM NO.	BID ITEMS SCHEDULE A	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
A-1	Mobilization	1	LS		
A-2	Temporary Traffic Control	1	LS		
A-3	Erosion Prevention and Sediment Control	1	LS		
A-4	Tree Removal	13	EA		
A-5	Overexcavation and Foundation Stabilization	10	CY		
A-6	3-Inch Cold Plane Pavement Removal	4,150	SY		
A-7	1/2-Inch Warm Mix Asphalt Concrete	700	SY		
A-8	Standard Curb and Gutter	7	LF		
A-9	Remove and Replace 4-Inch PCC Sidewalk	112	SY		
A-10	Remove and Replace 8-Inch PCC Driveway Approach	260	SY		
A-11	Truncated Domes	112	SF		
A-12	Curb Drain Replacement	1	LS		
A-13	10-Inch Reinforced Concrete Drain	260	LF		
A-14	Cast in Place 24-Inch Diameter Manhole	1	EA		
A-15	Cast in Place 24-Inch Diameter Manhole	80	LF		
A-16	Standard Curb Inlet	6	EA		
A-17	Catch Basin	1	EA		
A-18	Remove Existing Catch Basin	5	EA		
A-19	Abandon Existing Storm Lines	1	LS		
A-20	4-Inch White Non-Profiled Thermoplastic Stripe	775	LF		
A-21	4-Inch Yellow Non-Profiled Thermoplastic Stripe	90	LF		
A-22	12-Inch White Non-Profiled Thermoplastic Stripe	1,025	LF		
A-23	Thermoplastic Single Arrow Legend	2	EA		
A-24	Thermoplastic Double Arrow Legend	2	EA		
A-25	Thermoplastic Shared Lane Legend	2	EA		
A-26	Thermoplastic Disabled Parking Legend	2	EA		
A-27	Install New Street Signs	1	LS		

Replaced by Addendum No. 2

ITEM NO.	BID ITEMS SCHEDULE A	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
A-28	Re-Install Existing Street Sign	1	LS		
A-29	Install Tree Well	15	EA		
A-30	Plant and Establish Street Trees	14	EA		
A-31	2-Inch Temporary and Permanent Asphalt Trench Patch	825	SY		
A-32	5-Inch Asphalt Trench Patch	5	SY		
A-33	Painted Yellow Curb	190	LF		
A-34	Early Completion Bonus	20	DAY		--
SCHEDULE A TOTALS					

ITEM NO.	BID ITEMS SCHEDULE B	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
B-1	Mobilization	1	LF		
B-2	Temporary Traffic Control	1	LF		
B-3	Erosion Prevention and Silt Control	1	LS		
B-4	12-Inch Ductile Iron Water Line	1,340	LF		
B-5	8-Inch Ductile Iron Water Line	40	LF		
B-6	6-Inch Gate Valve	6	EA		
B-7	8-Inch Gate Valve	1	EA		
B-8	10-Inch Butterfly Valve	1	EA		
B-9	12-Inch Butterfly Valve	9	EA		
B-10	Standard 1-Inch Service Assembly	2	EA		
B-11	Standard 2-Inch Service Assembly	1	EA		
B-12	12-Inch x 6-Inch Connection Assembly	1	L		
B-13	Remove Fire Hydrant Assembly	2	EA		
B-14	Standard Fire Hydrant Assembly	5	EA		
B-15	Remove Abandoned Valve Box	6	EA		
B-16	STA A4+48.29 Connection	1	LS		
B-17	STA B1+75.98 Connection	1	LS		

ITEM NO.	BID ITEMS SCHEDULE B	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
B-18	STA C4+44.48 Connection	1	LS		
B-19	STA C4+70.07 Connection	1	LS		
B-20	STA E4+00.39 Connection	1	LS		
B-21	2-Inch Temporary and Permanent Asphalt Trench Patch	1,400	SY		
B-22	5-Inch Asphalt Trench Patch	350	SY		
B-23	Abandon Existing Water Lines	1	LS		
B-24	10-Inch x 10-Inch Connection Assembly	1	LS		
B-25	Early Completion Bonus	20	DAY		--
SCHEDULE B TOTALS					
<u>TOTAL SCHEDULE A & B</u>					

NOTE: Subject to change if addition or extensions are in error.

Replaced by Addendum No. 2

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

BID BOND

BOND NO. _____

AMOUNT OF BID: \$ _____

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his/her/its Bid Proposal for **ST-15-03-A, CARA STREET IMPROVEMENTS PHASE 1**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance Bond and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____ 2016.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney in Fact

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION

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

Therefore, by signing this Certification, the Bidder does hereby certify and confirm that, as the proposed general contractor for City of Albany Project **ST-15-03-A, CARA Street Improvements Phase 1** that he/she has an employee drug testing program in place that is consistent with, and satisfies the intent of, the above-referenced legislation.

CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: CARA Street Improvements Phase 1

BID NUMBER: ST-15-03-A

BID CLOSING DATE: Tuesday, November 29, 2016

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

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

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

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

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

Contact Name: _____ Company: _____

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

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

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

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

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

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

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

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

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

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

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

SAMPLE CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

The Contractor further declares by the signing of this Contract that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany shall be complied with, and that daily/weekly/holiday/weekend overtime will be paid, unless

the amount of the contract is \$50,000 or less, in which case the prevailing wage rate requirement shall not apply. If Contractor fails, neglects, or refuses to make prompt payment for labor or services, the City can pay and withhold these amounts from payments due the contractor. (ORS 279C.515) Contractor shall indemnify the City from claims of damages resulting from actual or alleged violations of these obligations.

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

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

Said improvements shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, the City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages shall be retained out of any monies due or to become due under this agreement.

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

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

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

CONTRACTOR:

CITY OF ALBANY, OREGON:

DATE: _____

DATE: _____

By: _____

By: _____

Title: _____

Jeff Blaine, P.E., Public Works Engineering & Community Development Director

By: _____

Title: _____

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

Construction Contractor's Board License Number _____

Tax Identification No.: _____

Telephone Number: () _____

PERFORMANCE BOND

BOND NUMBER: _____

TOTAL BID AMOUNT: \$ _____

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

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

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

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

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

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

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____ 2017.

Principal

By: _____
Signature

Print or type

Street/City Address

Surety

By: _____
Signature

Print or type

Street/City Address

Telephone Number

Surety Witness:

By: _____

Street/City Address

PAYMENT BOND

BOND NUMBER: _____

TOTAL BID AMOUNT: \$ _____

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

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

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____ 2017.

Principal

By: _____
Signature

Print or type

Street/City Address

Surety

By: _____
Signature

Print or type

Street/City Address

Telephone Number

Surety Witness:

By: _____

Street/City Address

SPECIAL PROVISIONS

SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

I-1. DESCRIPTION OF WORK

This project includes approximately 1,000 linear feet of street improvements in downtown Albany including 3-inch asphalt grind inlay, curbs, sidewalk, storm drains, approximately 1,600 linear feet of 12-inch ductile iron water line and related appurtenances.

Construction shall be in conformance with the current edition of the City of Albany *Standard Construction Specifications*, the Construction Drawings, and these Special Provisions.

I-2. STANDARD CONSTRUCTION SPECIFICATIONS

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

I-3. AWARD OF CONTRACT

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

The City reserves the right to postpone the acceptance of the proposal and the award of the contract to a responsible bidder, to postpone the acceptance of the proposal and the award of the contract for a period not to exceed sixty (60) calendar days, or to reject any and all proposals received and further advertise the project for bids. The City may reject any bids not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause any or all bids upon a finding of the City it is in the public interest to do so.

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

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

I-4. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES **Changes to this Section, see Addendum No. 2**

At the Contractor's option, the City will issue the Notice to Proceed anytime after both parties have executed the contract, but no sooner than January 3rd, 2017. The Contractor shall be required to give the City seven (7) days advance notice of intent to begin construction. Once the Notice to Proceed is issued, the Contractor may begin work.

Regardless of the actual construction start date, all work specified in the contract documents under Schedule A shall be completed, in every respect, by ~~April 1, 2017~~ **March 31, 2017**, the ultimate completion date. Regardless of the actual construction start date, all work specified in the contract documents under Schedule B shall be completed, in every respect, by ~~February 26, 2017~~ **February 24, 2017**, the ultimate completion date.

Liquidated damages will be assessed against the Contractor for each day over the maximum number of calendar days allotted plus each day beyond the stated ultimate completion date until the work is

satisfactorily completed and accepted by the City. The schedule of liquidated damages is listed in the *Standard Construction Specifications*, Section 108.06.00.

I-5. EARLY COMPLETION BONUS AND LATE COMPLETION PENALTY **Changes to this Section, see Addendum No. 2**

The streets and other infrastructure impacted by this project provide critical services to the downtown Albany area. Impacts to the traveling public, local residents, businesses, and emergency services are significant. Therefore, the City is providing incentives for completing the project early and penalties for completing the project late as described below. Due to the nature of the project no time extensions will be allowed with respect to the early completion bonuses and late completion penalties. Bonuses and penalties will be as follows:

Street and Storm Drain Construction (Schedule A): If all street and storm drain work, as described in these special provisions as Schedule A, is accepted as complete prior to ~~April 1, 2017~~ **March 31, 2017**, the Contractor will be awarded an early completion bonus of \$2,500 per each calendar day between the actual date that the work was completed and ~~April 1, 2017~~ **March 31, 2017**. The total early completion bonus will not exceed \$50,000. If all street and storm drain work, as described in these special provisions as Schedule A, extends past March 31, 2017, the Contractor will be assessed a late completion penalty, in addition to any liquidated damages, of \$2,500 per calendar day beyond ~~April 1, 2017~~ **March 31, 2017**, until the work is accepted as complete.

Water Line Construction (Schedule B): If all water line work, as described in these special provisions as Schedule B, is accepted as complete prior to ~~February 26, 2017~~ **February 24, 2017**, the Contractor will be awarded an early completion bonus of \$1,000 per each calendar day between the actual date that the work was completed and ~~February 19, 2017~~ **February 24, 2017**. The total early completion bonus will not exceed \$20,000. If all water line work, as described in these special provisions as Schedule B, extends past ~~February 26, 2017~~ **February 24, 2017**, the Contractor will be assessed a late completion penalty, in addition to any liquidated damages, of \$1,000 per calendar day beyond ~~February 26, 2017~~ **February 24, 2017**, until the work is completed. **Permanent trench patching for Schedule B shall be considered part of Schedule A for the purpose of determining the completion date, early completion bonus and late completion penalty.**

I-6. PRECONSTRUCTION CONFERENCE

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

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

I-7. PROJECT SCHEDULE

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

I-8. TEMPORARY TRAFFIC CONTROL

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

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

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

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

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

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

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

The Contractor shall maintain access to and from the two Post Office delivery driveways noted on the Construction Drawings during the hours of 12:00 a.m. through 5:30 p.m. All work affecting the two noted Post Office driveways must take place during the hours of 5:30 p.m. through 12:00 a.m. Post Office contact information and truck delivery schedule may be found in Appendix A.

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

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

I-9. TEMPORARY TRENCH PATCHING

Due to the work taking place in downtown Albany and around the U.S. Post Office, temporary hot mix trench patching shall be placed by the end of each working day on all trenches within the project area.

Temporary trench patching shall be covered under bid items A-31 and B-21 as described in Section III.

I-10. NOTIFICATIONS

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

1. U.S. Postal Service
2. Albany Transit System
3. Allied Waste Services of Albany
4. Albany Fire Department
5. Albany School District
6. Albany Police Department
7. Linn County Sheriff's Department

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

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

I-11. PORTLAND AND WESTERN RAILROAD CROSSING

This project is located in close proximity to railroad tracks owned by the BNSF Railway and operated by the Portland and Western Railroad. However, the railroad tracks are located within the Water Avenue public right-of-way, which is under the jurisdiction of the City of Albany. No railroad permits are required for the project. Nonetheless, the Contractor shall provide a minimum of one calendar week notice to the Portland and Western Railroad prior to the start of work. Railroad flaggers, if required by the railroad, will be provided at the railroad's expense. The Contractor is required to name Portland and Western Railroad as an additional insured on the required insurance policy for this project.

I-12. ENTERING AND WORKING WITHIN CONFINED SPACES

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

1. Identify any confined space entry that is required to perform the work and submit a list of the locations to the City.
2. Follow the City's confined space entry procedures or submit an alternate procedure that meets or exceeds OR-OSHA confined space entry regulations.
3. Submit written notice to the City of any hazardous situation that is encountered during the entry of or while working within a confined space.

I-13. WORK ON PRIVATE PROPERTY

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

I-14. LOCATION OF UNDERGROUND UTILITIES

The Contractor shall determine the horizontal and vertical alignment of existing public and private utilities well enough in advance to make adjustments to the work. Special care shall be taken to avoid

compromising concrete thrust restraint on the existing water system. Locating utilities ahead of construction and providing protective measures where required are incidental to other bid items.

I-15. REPAIR OF EXISTING UNDERGROUND UTILITIES

City-owned, underground infrastructure damaged during construction shall be repaired as directed by the Engineer. All completed repair work will require approval of the Engineer prior to covering the work. General repair guidelines are:

1. Existing sanitary sewer mains and service laterals that are damaged shall be replaced with like materials and solid-sleeve couplings. Where like materials are not available, the existing pipe shall be replaced with ASTM 3034 PVC pipe and solid-sleeve transition couplings.
2. Existing storm drainage pipe that is damaged shall be replaced with like materials and mechanical-type couplings. Where like materials are not available, storm drainage pipe shall be replaced with Class III concrete pipe or ASTM 3034 PVC pipe with appropriate mechanical-type couplings.

I-16. INSPECTION AND APPROVAL OF WATER LINE MATERIALS

Contractor shall not begin excavation for water mains and water service lines until all pipe and fittings have been delivered to the site and have been inspected and approved by the Engineer. Contractor shall be responsible to coordinate material inspections with the Engineer. Delays to the construction schedule resulting from rejection and replacement of materials will not be cause for additional contract time.

I-17. EXCAVATION AND BACKFILL REQUIREMENTS

All excavations shall be backfilled daily. Only that portion of the excavation where the next day's work is to resume may be left open. All open trenches in streets shall be covered with secured, steel sheets at the end of work each day. All other excavations shall be backfilled.

Select backfill shall be used in all excavations within the public right-of-way to the limits shown below, regardless of location, and in all driveways subject to vehicle travel.

Paved Area: Use select compacted backfill to finished subgrade elevation.

Unpaved Area: Use select compacted backfill to within 18 inches of finish grade. Complete backfill with topsoil meeting requirement of Section 01010 – Topsoil of the Oregon Standard Specifications for Construction.

A fill permit will be required to deposit excavated materials, in excess of 50 cubic yards at any one tax lot, from this project regardless of whether the site is publicly or privately owned. For property located within the city limits, fill permits may be obtained from the Public Works Department at City Hall, Third and Broadalbin Streets, Albany, Oregon. For property located outside the city limits, fill permits may be obtained from the Linn County Building Department at the Linn County Court House, Fourth Avenue and Ellsworth Street, Albany, Oregon.

I-18. SCHEDULED INTERRUPTION OF WATER SERVICE

Work involving existing water lines shall be scheduled in a manner that will minimize disruption of local water service. Interruption of water service shall not be scheduled to occur on a Friday or City Holiday. As a general rule, scheduled interruptions of local water service shall not occur prior to 9:00 a.m. or after 2:00 p.m. The Contractor shall give written notice to each affected water customer a minimum of 48 hours in advance of a scheduled interruption of water service. Commercial and industrial water customers require a minimum 72-hour advance notice prior to scheduled interruption of water service. In addition a representative of the Contractor shall personally visit each affected business to deliver the notice to the owner or a responsible employee, and answer any questions regarding the shutdown. The Contractor shall coordinate with affected businesses to make meter switch-overs and mainline connections at times convenient for their normal operation. In some circumstances it may be necessary to schedule water shutdowns outside of normal working hours. No extra compensation will be due the Contractor for work performed outside of normal working hours.

Each situation involving a scheduled interruption of water service shall be limited to four hours, unless extended by the Engineer. If the Contractor does not complete the work within the allotted time, mitigating circumstances notwithstanding, the City will impose liquidated damages of \$225 per each hour, or fraction thereof, beyond the time limit established by the Engineer.

The Engineer will be responsible for supervising the operation of existing valves as required during the course of the work at all locations and for providing the Contractor with maps detailing individual properties requiring shutoff notices.

I-19. BACKFLOW PREVENTION ASSEMBLIES

There may be backflow prevention assemblies on the customer side of the meter where sprinkler systems and landscape irrigation systems are present. These devices are usually located outside of the meter box. The contractor shall be responsible for costs associated with cleaning and testing of these devices and other fixtures that are disabled by debris from the new water line. The Contractor shall promptly resolve issues involving fixtures of devices plugged by debris as a result of construction operations. In the event that the Contractor does not promptly respond to correct the problem the City will have the work done and Contractor shall be charged.

I-20. CONNECTION TO EXISTING WATER LINES

The Contractor shall be responsible for scheduling and conducting exploratory excavations as necessary to determine material requirements for work involving connections to, or abandonment of, existing water lines. The outside diameter of existing water lines may vary significantly from industry standard specifications (where available) or from information provided on the plans. The Contractor shall be solely responsible for excavating each specific location where there is work involving an existing water line and to determine the actual pipe type and diameter before ordering materials. The City will not compensate the Contractor for components that are found to be incompatible with existing materials. Potholing connections to existing water lines is considered incidental to other bid items.

Existing abandoned water lines or other utilities shall not be used as permanent bracing or as backing for permanent concrete thrust restraint where mechanical restraint is not appropriate. The use of concrete thrust restraint where mechanical restraint is specified will require the approval of the Engineer.

I-21. MINIMUM WATER LINE COVER REQUIREMENT

Except where shown and specified otherwise on the construction drawings, all new main line water pipe work shall have three feet of minimum cover from the new roadway surface grade to the top of the new line. Depending on the depth of existing utilities and other requirements, new water pipe work may require a deeper bury to maintain minimum cover.

I-22. WATER SUPPLY

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

I-23. PROTECTION OF EXISTING TREES

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

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

SECTION II: STATE AND FEDERAL CONTRACTING LAW

II-1. PREVAILING WAGES

All the provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany shall be complied with.

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

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

ST-15-03-A, CARA Street Improvements Phase 1 does not use federal funds and does not require Davis-Bacon rates. Only Oregon BOLI Prevailing Wage Rates apply to this project.

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

http://www.oregon.gov/boli/WHD/PWR/Pages/PWR_Rate_Publications_2016.aspx

Publications that apply to this contract are the July 1, 2016, Prevailing Wage Rates for Public Works Contracts in Oregon, and Corrections dated August 9 and October 7, 2016; as well as the Amendment dated October 1, 2016, and the October 1, 2016, [PWR Apprenticeship Rates](#).

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

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

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

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

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

II-3. RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price that is equal to the percent of preference given to local bidders in the bidder's home state. That is, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:

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

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

II-4. AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a bid/proposal, the Bidder/Proposer agrees to comply with the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964; Executive Order 11246, (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS). By submitting a bid/proposal, the Bidder/Proposer specifically certifies, under penalty of perjury, that the Bidder/Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

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

II-5. LICENSE REQUIRED FOR ASBESTOS ABATEMENT PROJECT

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

II-6. CONSTRUCTION AND DEMOLITION DEBRIS / YARD WASTE MATERIALS - ORS 279C.510

The contractor is responsible for:

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

II-7. PROVISIONS CONCERNING ENVIRONMENTAL AND NATURAL RESOURCES LAWS

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

II-8. PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING - ORS 279C.505

The contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in this contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167

II-9. PAYMENT OF CLAIMS BY PUBLIC OFFICERS, PAYMENT TO PERSONS FURNISHING LABOR OR MATERIALS AND COMPLAINTS - ORS 279C.515; OAR 839-025-0020(2)(a)

1. If the Contractor fails, neglects, or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with this contract as the claim

becomes due, the City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract.

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

II-10. CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS - ORS 279C.580(3)(4)

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

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

II-11. CONDITION CONCERNING HOURS OF LABOR - ORS 279C.520

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

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

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

II-12. TIME LIMITATION ON CLAIM FOR OVERTIME - ORS 279C.545

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

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

II-13. CONDITION CONCERNING PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION - ORS 279C.530

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

SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS

SCHEDULE A BID ITEMS

Item No. A-1 – Mobilization:

See *Standard Construction Specifications*, Section 201.

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

Item No. A-2 – Temporary Traffic Control:

See *Standard Construction Specifications*, Section 202; the Special Provisions; and the Construction Drawings.

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

Item No. A-3 – Erosion Prevention and Sediment Control:

This item includes all work related to procuring, installing, and maintaining erosion prevention and sediment control (EPSC) measures for the duration of the project as shown on the Construction Drawings.

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

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

Item No. A-4 – Tree Removal:

See Special Provisions and Construction Drawings.

This item provides for the removal of trees as shown on the Construction Drawings. Tree stumps shall be removed or ground to a minimum of 12 inches below finish grade. Most trees were installed in metal barrels that also need to be removed to a minimum of 12 inches below finish grade. Removal of the metal barrels shall be considered incidental to this bid item.

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

Item No. A-5 - Overexcavation and Foundation Stabilization:

See *Standard Construction Specifications*, Section 204.

Subgrade geotextile fabric shall be placed at the bottom of the excavation prior backfill. No additional compensation will be made to the Contractor if this bid item is not used, or if bid quantities are reduced/increased.

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

Item No. A-6 – 3-Inch Cold Plane Pavement Removal:

This item provides for grinding existing asphalt pavement as shown on the Construction Drawings. The limits and locations of the grinding will be determined in the field by the Engineer.

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

Item No. A-7 – 1/2-Inch Warm Mix Asphalt Concrete:

See *Standard Construction Specifications*, Sections 205 and 304 and the Special Provisions.

Warm-Mix Asphalt (WMA) is defined as additives or processes that allow a reduction in the temperature at which asphalt concrete mixtures are produced and placed. All other specifications in the Special Provisions and the *Standard Construction Specifications* shall apply. Unless otherwise approved by the Engineer, use only WMA additives or processes approved by the Oregon Department of Transportation.

The Contractor shall provide a Superpave mix design for dense graded, Level 2, 1/2-inch warm-mix asphalt concrete. A mix design approved within the previous 12 months may be submitted. Temperature-viscosity curves shall be provided for each mixture. The mix design shall include recommended temperature ranges for mixing and placement, shall be signed by a Certified Mixture Design Technician, shall be prepared according to the appropriate sections of the *Oregon Standard Specifications for Construction*, and meet the following mixture requirements:

Compaction gyrations/blows	65
Air Voids, percent	4.0
VMA, percent	14.0 – 16.0
P200/AC ratio	0.8 – 1.6
TSR, percent minimum	80
VFA, percent	65.0 – 78.0
Reclaimed Asphalt Binder Replacement	35% maximum

The grade of asphalt cement used in the mix design shall be as follows:

PG 64-22: Reclaimed asphalt binder replacement under 25%

PG 58-28: Reclaimed asphalt binder replacement 25% or greater

Reclaimed asphalt shingles (RAS) used in the production of new warm-mix asphalt is optional. Either manufacturer waste (post-manufacturer) RAS or tear-off (post-consumer) RAS may be used. Manufacturer waste RAS refers to processed asphalt shingle material derived from manufacturer's shingle scrap. Tear-off RAS refers to processed asphalt shingle material derived from shingle scrap removed from residential structures.

RAS shall be processed by grinding at ambient temperature so that 100% of the shredded pieces are less than 1/2 inch in any dimension and that 90% are less than 3/8 inch in any dimension when sampled according to AASHTO T 2 and tested according to AASHTO T 27. Processed RAS shall be sampled and tested for gradation at a frequency of one test for every 50 tons of RAS processed.

The Contractor shall certify that the RAS does not contain asbestos fibers according to the policies and procedures established by the Department of Environmental Quality. RAS shall be tested for deleterious materials according to ODOT TM 335 at a frequency of one test for every 50 tons of RAS material. The percentage of deleterious materials shall be limited to 1.0%. If fine aggregate will be added as an anti-clumping agent, sample and test processed RAS for harmful substances before adding the fine aggregates.

Fine aggregate meeting the requirements of section 00745.10(c) of the *Oregon Standard Specifications for Construction* may be added to the RAS in a quantity not to exceed 4% by weight of RAS to keep the material workable and to prevent conglomeration of the shingle particles in the stockpile. Any added fine aggregate for these purposes shall be taken into account in the mix design. RAS may also be blended with RAP in controlled percentages to preclude clumping. Stockpiled RAS shall not be contaminated by dirt or other foreign materials.

No more than 5% RAS by total weight of aggregate will be allowed in WMA mixtures. The maximum allowable percentage of asphalt binder replacement shall be restricted to 20% in WMA containing only RAS. When RAS is used in conjunction with RAP, the maximum allowable percentage of binder replacement shall be restricted to 35%.

For WMA mixtures containing RAS or a combination of RAP and RAS, following any addition of fine aggregate as an anti-clumping agent, test the material according to ODOT TM 319 to establish the asphalt content, material specific gravities, and gradation. Develop mixture designs according to the ODOT Contractor Mix Design Guidelines for Asphalt Concrete.

Warm-mix asphalt shall be mixed at a maximum temperature of 275°F and be a minimum of 215°F behind the paver.

The Contractor shall place the top lift of asphalt the entire width of the street, including the side street intersections, on the same day to the maximum extent possible. Tack coat shall be placed prior to paving. The Contractor shall schedule a pre-paving meeting with the Engineer at least one week prior to paving, and submit a paving plan for review and approval. The plan shall outline the width, direction, and order of paving panels, expected production rates, installation of pavement markings, and how the hot mat will be protected from truck or other heavy traffic until the panel is ready to be reopened to traffic.

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

Item No. A-8 – Standard Curb and Gutter:

See *Standard Construction Specifications*, Section 306.

Concrete used at driveways shall have a three-day compressive strength of 4,000 psi. Curb and gutter placed in front of driveway approaches shall have a minimum compressive strength of 3,000 psi at the time the driveways are put back into service.

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

Item No. A-9 – Remove and Replace 4-Inch PCC Sidewalk:

See *Standard Construction Specifications*, Section 306.

Removal of existing concrete is included in this item.

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

Item No. A-10 – Remove and Replace 8-Inch Driveway Approach:

See *Standard Construction Specifications*, Section 306.

Removal of existing concrete is included in this item. Concrete used for this work shall have a three-day compressive strength of 4,000 psi. Concrete placed in driveway approaches shall have a minimum compressive strength of 3,000 psi at the time the driveways are put back into service.

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

Item No. A-11 – Truncated Domes:

See *Standard Construction Specifications*, Section 306.

Truncated domes shall be as shown in the applicable Standard Drawings.

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

Item No. A-12 – Curb Drain Replacement:

See *Standard Construction Specifications*, Section 306.

This bid item includes installing a new 3-inch curb drain as shown on the Construction Drawings.

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

Item No. A-13 – 10-Inch PVC Storm Drain:

See *Standard Construction Specifications*, Section 401.

Connection to manholes and catch basins shall be considered incidental to this bid item.

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

Item No. A-14 – Construct 24-Inch Diameter Manhole:

See *Standard Construction Specifications*, Section 401 and the Construction Drawings.

This bid item includes construction of a new 24-inch precast manhole per the *Standard Construction Specifications*, applicable Standard Details, and the Construction Drawings. Manholes for this item shall be 24-inch Diameter Mini Manholes manufactured by Advantage Precast or approved equal. Pipe connections to the manhole shall be incidental to this bid item.

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

Item No. A-15 – Install Ribbon Drain:

See *Standard Construction Specifications*, Section 402.

This item includes installation of ribbon drains where shown on the Construction Drawings and as directed by the Engineer. Ribbon drains shall be Series 600 Presloped Drain Systems as manufactured by McNichols Co or approved equal. Grates shall be rated for H-20 loading.

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

Item No. A-16 – Standard Curb Inlet:

See *Standard Construction Specifications*, Section 402.

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

Item No. A-17 – Catch Basin:

See *Standard Construction Specifications*, Section 402.

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

Item No. A-18 – Remove Existing Catch Basin:

See *Standard Construction Specifications*, Section 403.

This item includes removal of existing catch basin and backfilling with crushed rock. Abandonment of existing storm lines as shown on the Construction Drawings shall be paid for under a separate bid item.

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

Item No. A-19 – Abandon Existing Storm Lines:

See *Standard Construction Specifications*, Section 403.

This item includes abandonment of existing storm lines as shown on the Construction Drawings. Storm lines shall either be filled with flowable controlled density fill (CDF) or removed from the ground. No additional payment will be made under the trench patching bid item to pay for removal of storm lines.

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

Items No. A-20 to A-26 – Thermoplastic Pavement Markings:

See *Standard Construction Specifications*, Section 304

These items shall include all work to furnish and install pavement markings. Lane line markings shall be extruded non-profiled (Method A) thermoplastic as specified on the Construction Drawings and as in Section 00865 of the *Oregon Standard Specifications for Construction*. Markings used for legends, symbols, crosswalks, and stop bars shall be PreMark as manufactured by Ennis-Flint, or approved equal. All pavement markings shall be installed in accordance with the Construction Drawings and Special Provisions, the *Manual on Uniform Traffic Control Devices*, and the *Oregon Standard Specifications for Construction*.

All pavement markings shall be installed within 48 hours of completion of the top lift of asphalt. No payment will be made for pavement markings installed after this 48 hour period. Payment will be made for the purchase of the striping materials prior to installation provided the Contractor submits an invoice to the Engineer.

Payment for these bid items will be on a linear-foot-applied or per-each basis, as indicated in the Schedule of Contract Prices and will include all labor, equipment, materials, and incidentals required to complete the work.

<u>Item</u>	<u>Number/Description</u>	<u>Pay Unit</u>
A-20.	4-Inch White Non-Profiled Thermoplastic Stripe	Linear foot
A-21.	4-Inch Yellow Non-Profiled Thermoplastic Stripe	Linear foot
A-22.	12-Inch White Non-Profiled Thermoplastic Stripe	Linear foot
A-23.	Thermoplastic Single Arrow Legend	Each
A-24.	Thermoplastic Double Arrow Legend	Each
A-25.	Thermoplastic Shared Lane Legend	Each
A-26.	Thermoplastic Disabled Parking Legend	Each

Item No. A-27 – Install New Street Signs:

See the Construction Drawings.

This bid item includes provision and installation of all new street signs shown on the Construction Drawings. All new street signs shall be in place prior to the paving of the final lift of asphalt.

The new sign base shall be a V-Loc Socket, installed flush with the finish surface with the wedge pointed towards approaching traffic. Sign posts shall be black powder coated, round, 2³/₈-inch, 0.095 gauge posts. The signs shall be mounted on the post with Hawkins, Single Clamp on, U-Brackets, with hex-head screws. Galvanized, press-on pipe caps shall be installed. New signs shall use diamond grade sheeting as manufactured by 3M.

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

Item No. A-28 – Re-Install Existing Street Sign:

See the Construction Drawings.

This bid item includes reinstalling the existing street signs on black posts as shown on the plans or as directed by the Engineer. For sign re-installment, the existing post and base shall be removed. All existing street signs shall be re-installed prior to the paving of the final lift of asphalt.

The new base shall be a V-Lock Socket, installed flush with the finish surface with the wedge pointed towards approaching traffic. If the existing posts are damaged or not black powder coated, they shall be replaced with black powder coated, round, 2³/₈-inch, 0.095 gauge posts. The existing signs shall be remounted on the post with Hawkins, Single Clamp On, U-brackets, with hex-head screws. Galvanized press-on pipe caps shall be installed. If existing signs are damaged, they shall be replaced with new signs of the same type and size using diamond grade sheeting as manufactured by 3M.

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

Item No. A-29 – Install Tree Well: See Addendum No. 1 for Changes to This Bid Item

See *Standard Construction Specifications*, Section 210.

This item provides for the provision and installation of tree wells as shown on the Construction Drawings. A four inch thick layer of bark mulch shall be substituted as the top layer of the tree wells instead of the granite blocks.

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

Item No. A-30 – Plant and Establish Street Trees:

See *Standard Construction Specifications*, Section 210.

This item provides for the provision, installation, and establishment of street trees as shown on the Construction Drawings. All warranty and establishment related expenses will be included in this item. Street tree summary is provided below;

<u>Qty</u>	<u>Scientific Name</u>	<u>Species Cultivar</u>	<u>Common Name</u>
3	Parrotia Persica	Vanessa	Persian Parrotia
2	Tilia Cordata	Halka	Summer Sprite Linden
3	Zelkova Serrata	Musashino	Columnar Zelcova
5	Acer Griseum	Paperbark	Paperbark Maple
1	Carpinus Caroliniana	Palisade	American Hornbeam

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

Item No. A-31 – 2-Inch Temporary and Permanent Asphalt Trench Patch:

See *Standard Construction Specifications* 304.

This bid item shall be used for temporary and permanent trench patching within the limits of the 3-inch asphalt grind inlay. The permanent asphalt trench patching shall be installed after the 3-inch cold plane pavement removal has been performed and prior to the final lift of asphalt. The asphalt shall be ½-inch hot mix or warm mix asphalt concrete with a thickness of 2inches.

Sawcutting of existing pavement is included in this bid item.

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

Item No. A-32 – 5-Inch Asphalt Trench Patch:

See *Standard Construction Specifications* 304.

This bid item shall be used for permanent asphalt trench patching next to new curb and gutter sections that are outside the limits of the 3-inch asphalt grind inlay. The asphalt shall be ½-inch hot mix or warm mix asphalt concrete. The base lift shall be 3-inches and the top lift shall be 2-inches thick. Sawcutting of existing pavement is incidental to this bid item.

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

Item No. A-33 – Painted Yellow Curb:

See *Standard Construction Specifications*, Section 304

The street curb shall be painted yellow as directed by the Engineer where shown on the Construction Drawings. Painting materials shall conform to the Oregon Department of Transportation's Specifications for White and Yellow Water-Borne Traffic Line Bead Binder Paint.

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

Item No. A-34 – Early Completion Bonus:

See Special Provisions.

Payment for this bid item will be made on a per-calendar day basis up to a maximum amount of \$50,000 as described in Section I of these Special Provisions.

SCHEDULE B BID ITEMS

Item No. B-1 – Mobilization:

See *Standard Construction Specifications*, Section 201.

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

Item No. B-2 – Temporary Traffic Control:

See *Standard Construction Specifications*, Section 202; the Special Provisions; and the Construction Drawings.

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

Item No. B-3 – Erosion Prevention and Sediment Control:

This item includes all work related to procuring, installing, and maintaining erosion prevention and sediment control (EPSC) measures for the duration of the project as shown on the Construction Drawings.

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

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

Item No. B-4 and B-5 – 12-Inch and 8-Inch Ductile Iron Water Line:

See *Standard Construction Specifications*, Section 501.

Payment will be made on a linear-foot basis for pipe that has successfully passed pressure testing and disinfection procedures and shall include all equipment, labor, materials, and incidentals required to complete the work. Pipe that has been installed but not successfully pressure tested and disinfected will be paid for in an amount equal to 50 percent of the length of the untested pipe.

Item No. B-6 and B-7 – 6-Inch and 8-Inch Gate Valve:

See *Standard Construction Specifications*, Section 502.

Provision and installation of retainer glands on valves, when specified on the Construction Drawings, is incidental to this bid item.

Payment will be made on a per-each basis and shall include all equipment, labor, materials, and incidentals to complete the work.

Item No. B-8 and B-9 – 10-Inch and 12-Inch Butterfly Valve:

See *Standard Construction Specifications*, Section 502.

Provision and installation of retainer glands on valves, when specified on the Construction Drawings, is incidental to this bid item.

Payment will be made on a per-each basis and shall include all equipment, labor, materials, and incidentals to complete the work.

Item No. B-10 and B-11– Standard 1-Inch and 2-Inch Service Assembly:

See *Standard Construction Specifications*, Section 504

The Engineer will visually inspect all copper services prior to backfilling. The Contractor shall coordinate with the Engineer to ensure these inspections occur in a timely manner.

Provision and installation of magnesium soil anodes will also be incidental to this bid item. Magnesium soil anodes shall be installed on the meter side of the service with at least 3 feet of separation from the copper. The highest point of each magnesium soil anode shall have a minimum of 3 feet of cover.

Magnesium soil anodes shall be as follows or approved equal:

Anode Type: ProMag H-1 Standard Potential Magnesium Packaged Anode 9D3 with the standard 10' #12THHN solid wire.

Manufacturer: Farwest Corrosion Control Company

Water pipe ground clamps shall be as follows or approved equal:

Part Number: CWP1JU for 1-inch services, CWP2JU for 2-inch services

Manufacturer: Erico

Provision and installation of meter boxes, including adjustment to finish grade, will be incidental to this bid item. Provision and installation of 1-inch angle meter valve and customer service valve shall be incidental to this bid item.

In addition to provision and installation of all components specified on the Construction Drawings, *Standard Construction Specifications*, and Special Provisions, this bid item includes labor, equipment, and materials required to locate existing private service lines where necessary, provision and installation of unspecified materials that will be necessary to connect the existing private service to the new meter assembly, abandonment of existing meter assemblies where specified, removal and reinstallation of pressure reducing valves where encountered, and any costs associated with cleaning and testing backflow devices and other fixtures disabled by debris from the new water line.

Existing water meters will be reused unless otherwise noted on the Construction Drawings. The City will supply new water meters where required and will provide necessary adapters on the public side for all water meters. The Contractor shall be responsible for supplying required adapters on the private side of all water meters.

When changing out meters, Contractor shall place the old meter on top of the meter box. The City inspector will collect old meters and record pertinent information.

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

Item No. B-12 – 12-Inch × 6-Inch Connection Assembly: See **Addendum No. 2 for Changes to This Bid Item**

See Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to connect the existing 6-inch asbestos cement water line and the new 12-inch ductile iron water line and coordination of a scheduled water shutdown. Abandoned piping shall be plugged with concrete a minimum distance equal to two pipe diameters.

Provision and installation of locking gaskets and retainer glands are incidental to this bid item. Payment for 6-inch D.I. piping shall be included in this bid item. The 6-inch gate valve shall be included in a separate bid item.

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

Item No. B-13– Remove Fire Hydrant Assembly:

This item provides for removing the fire hydrant assembly in full, including the valve box and lid, and disposal of the materials in a legal manner off-site. Hydrants to be removed are shown on the Construction Drawings. The City reserves the right to salvage any fire hydrant.

Surface restoration shall be paid under the appropriate separate bid items.

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

Item No. B-14 – Standard Fire Hydrant Assembly:

See *Standard Construction Specifications*, Section 503

Provision and installation of retainer glands and locking gaskets in these assemblies is incidental to this bid item. Payment for 6-inch D.I. piping is included in this bid item. Payment for the 6-inch gate valves will be paid under a separate bid item.

The street curb shall be painted yellow for 10 feet on both sides of the fire hydrant or as directed by the Engineer. Painting materials shall conform to the Oregon Department of Transportation's Specifications for White and Yellow Water-Borne Traffic Line Bead Binder Paint.

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

Item No. B-15 – Remove Abandoned Valve Box:

The existing valve box and lid shall be removed and the void backfilled with the appropriate material (either select fill or native depending on location of the valve box) before final surface restoration. Surface restoration shall be paid under the appropriate separate bid items.

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

Item No. B-16 – STA A4+48.29 Connection:

See Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to connect the existing 10-inch and 12-inch cast iron water lines to the new 12-inch ductile iron water line and coordination of a scheduled water shutdown. Abandoned piping shall be plugged with concrete a minimum distance equal to two pipe diameters.

Provision and installation of locking gaskets and retainer glands are incidental to this bid item. Payment for valves and 12-inch ductile iron piping shall be paid for under a separate bid item. Payment for 10-inch ductile iron piping shall be considered incidental to this bid item.

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

Item No. B-17 – STA B1+75.98 Connection:

See Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to connect the existing 12-inch ductile iron water line to the new 12-inch ductile iron water line and coordination of a scheduled water shutdown. Abandoned piping shall be plugged with concrete a minimum distance equal to two pipe diameters.

Provision and installation of locking gaskets and retainer glands are incidental to this bid item. Payment for valves shall be paid for under a separate bid item.

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

Item No. B-18 and B-19 – STA C4+44.48 Connection and STA C4 – 70.07 Connections: See Addendum No. 2 for Changes to This Bid Item

See Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to connect the existing 10-inch cast iron water line to the new 12-inch ductile iron water line and coordination of a scheduled water shutdown. Abandoned piping shall be plugged with concrete a minimum distance equal to two pipe diameters.

Provision and installation of locking gaskets and retainer glands are incidental to this bid item. Payment for valves shall be paid for under a separate bid item.

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

Item No. B-20 – STA E4+00.39 Connection:

See Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to connect the existing 12-inch ductile iron water line to the new 12-inch ductile iron water line and coordination of a scheduled water shutdown. Abandoned piping shall be plugged with concrete a minimum distance equal to two pipe diameters.

Provision and installation of locking gaskets and retainer glands are incidental to this bid item. Payment for valves shall be paid for under a separate bid item.

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

Item No. B-21 – 2-Inch Temporary and Permanent Asphalt Trench Patch:

See *Standard Construction Specifications* 304.

This bid item shall be used for temporary asphalt trench patching over all new water line trenches and permanent asphalt trench patching over water line trenches within the limits of the 3-inch asphalt grind inlay. The permanent asphalt trench patching shall be installed after the 3-inch cold plane pavement removal has been performed and prior to the final lift of asphalt. The asphalt shall be ½-inch hot mix or warm mix asphalt concrete with a thickness of 2 inches.

Sawcutting of existing pavement is included in this bid item.

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

Item No. B-22 – 5-Inch Asphalt Trench Patch:

See *Standard Construction Specifications* 304.

This bid item shall be used for permanent asphalt trench patching over new water line trenches that are outside the limits of the 3-inch asphalt grind inlay. The asphalt shall be ½-inch hot mix or warm mix asphalt concrete. The base lift shall be 3-inches and the top lift shall be 2-inches thick. Sawcutting of existing pavement is incidental to this bid item.

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

Item No. B-23 – Abandon Existing Water Lines:

See Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to abandon the existing 3, 4, and 6-inch cast iron water lines as shown on the Construction Drawings. Pipes to be abandoned shall be filled with cellular concrete. The cellular concrete shall be able to flow through the existing pipes to fill all voids and shall have a minimum compressive strength of 100 psi. The Contractor shall provide a mix design for approval by the Engineer prior to the start of work.

There are approximately 400 feet of 3-inch, 300 feet of 4-inch, 50 feet of 10-inch pipes to be abandoned.

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

Item No. B-24 – 10-Inch × 10-Inch Connection Assembly:

See Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to connect the existing 10-inch cast iron water line and the new 10-inch ductile iron water line and coordination of a scheduled water shutdown. Abandoned piping shall be plugged with concrete a minimum distance equal to two pipe diameters.

Provision and installation of locking gaskets and retainer glands are incidental to this bid item. Payment for 10-inch D.I. piping and concrete thrust block shall be included in this bid item.

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

Item No. B-25 – Early Completion Bonus:

See Special Provisions.

Payment for this bid item will be made on a per-calendar day basis up to a maximum amount of \$20,000 as described in Section I of these Special Provisions.

LIST OF APPENDICES

A. POST OFFICE DELIVERY SCHEDULE AND CONTACT INFORMATION

CONSTRUCTION DRAWINGS (11" X 17") – *included as separate document*

APPENDIX A

POST OFFICE DELIVERY SCHEDULE AND CONTACT INFORMATION

Post Office Contact: Kevin Hulett

Work Phone: 541-926-8829

Email: kevin.s.hulett@usps.gov

Scheduled Mail Delivery Times:

12:35 a.m.

2:50 a.m.

4:15 a.m.

5:30 a.m.

7:45 a.m.

9:30 a.m.

2:10 p.m.

3:10 p.m.

5:15 p.m.