



# CONTRACT DOCUMENTS

## FOR

### **ST-19-02**

### **LOCHNER ROAD IMPROVEMENTS**

**Issue Date:** March 9, 2020

**Due Date:** Tuesday, March 24, 2020



EXPIRATION DATE: 6/30/2020

**Public Works Engineering and Community Development Director ..... Jeff Blaine, P.E.**  
**City Engineer ..... Staci Belcastro, P.E.**  
**Project Engineer ..... Lori Schumacher, P.E.**

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

CITY OF ALBANY

ST-19-02, Lochner Road Improvements

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

## BIDDER'S SUBMITTAL CHECKLIST

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

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

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

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

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

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

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

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

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

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

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



**See Addendum Nos. 1 and 2 for Changes to this Section**

NOTICE TO CONTRACTORS  
CITY OF ALBANY  
**INVITATION TO BID**

Category of Bid: Construction  
Engineer's Estimate: \$3,130,000  
Bids due at 2:00 p.m., Tuesday, March 24, 2020

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

**ST-19-02, Lochner Road Improvements:** This project includes approximately 2,400 linear feet of full street reconstruction on Lochner Road, including curbs, sidewalks, storm drain, and stormwater quality planters and pond; approximately 200 linear feet of new street reconstruction on Marion Street from Union Pacific Railroad tracks to new Lochner Road/Marion Street intersection, including curbs, sidewalks, storm drain, and approximately 200 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, March 24, 2020, addressed to the attention of Purchasing Coordinator Diane Murzynski 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~~ **Willamette** Room of City Hall. Bid totals will be posted on the City's website at <http://www.cityofalbany.net/finance/purchasing/bids>.

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

Each bidder must have access to a current set of City of Albany *Standard Construction Specifications*, which can be found on the City's website at <http://www.cityofalbany.net/standard-construction-specifications> or a printed set may be purchased for \$100. All public improvements are required to conform to these specifications and bid prices shall reflect these specifications. For project information, 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 10 days after the date of the Notice of Award.

DATED this 9th day of March, 2020.

Diane M. Murzynski, CPPO, CPPB  
Purchasing Coordinator

PUBLISH: Daily Journal of Commerce on Monday, March 9, 2020  
Albany Democrat-Herald on Monday, March 9, 2020

## PROPOSAL

To the Honorable Mayor and City Council  
Albany, Oregon 97321

### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

### CONTRACT EXECUTION, BONDS, AND INSURANCE

The Bidder agrees that if this proposal is accepted:

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

### CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION DATE

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

LIQUIDATED DAMAGES

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

BID BOND

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

SURETY

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

LUMP SUM OR UNIT PRICE WORK

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

BIDDER

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

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

\_\_\_\_\_  
*If Sole Proprietor or Partnership:* IN WITNESS hereto the undersigned has set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Signature of Bidder Title

*If Corporation:* IN WITNESS WHEREOF the undersigned corporation has duly authorized the execution of this agreement on behalf of the corporation by the officer named below this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
*name of corporation*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
*(please print name)*  
Title: \_\_\_\_\_

**SCHEDULE OF CONTRACT PRICES**

ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
1	Mobilization	1	Lump Sum		
2	Temporary Traffic Control	1	Lump Sum		
3	Erosion Prevention and Sediment Control	1	Lump Sum		
4	Coordinate with Railroads at Marion Street Crossing	1	Lump Sum		
5	Coordinate with Railroads at Lochner Road Crossing	1	Lump Sum		
6	Unclassified Excavation	14,000	Cubic Yard		
7	Overexcavation and Foundation Stabilization	1,850	Cubic Yard		
8	Subgrade Geotextile Fabric	9,300	Square Yard		
9	Crushed Aggregate Base	9,000	Ton		
10	3/8-Inch Warm Mix Asphalt Concrete Wearing Course	1,150	Ton		
11	1/2-Inch Warm Mix Asphalt Concrete Base Course	3,500	Ton		
12	Transition Paving	60	Square Yard		
13	Emulsified Asphalt Tack Coat	19,350	Square Yard		
14	Standard Curb and Gutter	4,820	Linear Foot		
15	4-Inch PCC Sidewalk	2,000	Square Yard		
16	8-Inch PCC Driveway Approach	200	Square Yard		
17	Truncated Domes	124	Square Foot		
18	Install ODOT Pedestrian Handrail	40	Linear Foot		
19	Remove Railroad Guardrail and Posts	1	Lump Sum		
20	8-Inch Ductile Iron Storm Drain	460	Linear Foot		
21	10-Inch Ductile Iron Storm Drain	40	Linear Foot		
22	10-Inch Storm Drain	260	Linear Foot		
23	12-Inch Storm Drain	375	Linear Foot		
24	18-Inch Storm Drain	230	Linear Foot		
25	18-Inch Storm Drain	735	Linear Foot		
26	30-Inch Storm Drain	955	Linear Foot		
27	36-Inch Storm Drain	20	Linear Foot		
28	Open Trench 24-Inch Steel Casing with 12-Inch PVC Carrier Pipe	120	Linear Foot		
29	12-Inch Culvert	50	Linear Foot		
30	Shallow Precast Manhole	6	Each		
31	60-Inch Precast Manhole	5	Each		
32	72-Inch Precast Manhole	1	Each		
33	24-Inch Beehive Overflow Inlet	1	Each		

Replaced by Addendum No. 2

ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
34	Connect to Existing Manhole	1	Lump Sum		
35	Standard Curb Inlet	4	Each		
36	Standard Catch Basin	41	Each		
37	ODOT Type D Inlet	2	Each		
38	Adjust Fixtures to Grade	1	Lump Sum		
39	Remove Existing Storm Drain	320	Linear Foot		
40	Abandon Existing Storm Drain	1	Lump Sum		
41	Remove Existing Storm Drain Inlet	2	Each		
42	Construct Stormwater Planter 1	1	Lump Sum		
43	Construct Stormwater Planter 2	1	Lump Sum		
44	Construct Stormwater Planter 3	1	Lump Sum		
45	Construct Stormwater Planter 4	1	Lump Sum		
46	Construct Stormwater Planter 5	1	Lump Sum		
47	Regrade Existing Ditch	55	Linear Foot		
48	Plant and Establish Stormwater Quality Plantings	1	Lump Sum		
49	Plant and Establish Street Trees	1	Lump Sum		
50	Plant and Establish Private Trees and Shrubs	1	Lump Sum		
51	Landscape Restoration	1	Lump Sum		
52	Relocate Existing Mailbox	3	Each		
53	1-Inch PVC Street Lighting Conduit	50	Linear Foot		
54	2-Inch PVC Street Lighting Conduit	2,575	Linear Foot		
55	3-Inch PVC Street Lighting Conduit	600	Linear Foot		
56	Directional Drill 3-Inch PVC Street Lighting Conduit	245	Linear Foot		
57	Install Franchise Utility Power Junction Box	16	Each		
58	Install Transformer Pad	1	Lump Sum		
59	Install Electrical Meter Pad and Tamper Resistant Meter Box	1	Lump Sum		
60	Open Trench 6-Inch Steel Casing	100	Linear Foot		
61	4-Inch Yellow Profiled Thermoplastic Stripe	4,800	Linear Foot		
62	4-Inch Yellow Non-Profiled Thermoplastic Stripe	140	Linear Foot		
63	4-Inch White Non-Profiled Thermoplastic Stripe	330	Linear Foot		
64	8-Inch White Non-Profiled Thermoplastic Stripe	5,050	Linear Foot		
65	12-Inch White Non-Profiled Thermoplastic Stripe	475	Linear Foot		
66	Thermoplastic Railroad Crossing Legend	2	Each		

ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
67	Thermoplastic Bicycle Lane Legend	7	Each		
68	Thermoplastic Bicycle Lane Left Arrow Only	2	Each		
69	Raised Reflectorized Pavement Marker	65	Each		
70	Install New Street Signs	20	Each		
71	Relocate Existing Street Signs	8	Each		
72	Remove Existing Street Signs	5	Each		
73	10-Inch Asphalt Trench Patch	100	Square Yard		
74	4-Inch Asphalt Trench Patch	50	Square Yard		
75	6-Inch Private Concrete Driveway	25	Square Yard		
76	Pothole Existing 12-Inch Asbestos Cement Water Line	1	Lump Sum		
77	Pothole Existing 16-Inch Ductile Iron Water Line	1	Lump Sum		
78	12-Inch Ductile Iron Water Line	210	Linear Foot		
79	12-Inch Butterfly Valve	2	Each		
80	STA B4+02.13 Connect to Existing Water Line	1	Lump Sum		
81	12-Inch X 12-Inch Connection Assembly	1	Lump Sum		
82	Combination Air/Vacuum Release Valve	1	Each		
83	Abandon Temporary Water Line Connection	1	Lump Sum		
84	Remove Existing Asbestos Cement Water Line	140	Linear Foot		
85	Relocate Private Irrigation Infrastructure	1	Lump Sum		
<b>SUM OF EXTENDED TOTALS</b>					

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

Bidder's Signature \_\_\_\_\_ Company Name *(please print)* \_\_\_\_\_ Date \_\_\_\_\_  
 Bidder's Name *(please print)* \_\_\_\_\_ Mailing Address *(please print)* \_\_\_\_\_ CCB License Number \_\_\_\_\_  
 Bidder's Title *(please print)* \_\_\_\_\_ 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-19-02, LOCHNER ROAD IMPROVEMENTS**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in Fact

**EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION**

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

Therefore, by signing this Certification, the Bidder does hereby certify and confirm that, as the proposed general contractor for City of Albany Project **ST-19-02, Lochner Road Improvements** 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:** Lochner Road Improvements

**BID NUMBER:** ST-19-02

**BID CLOSING DATE:** Tuesday, March 24, 2020

**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 nonresponsive bid.  
 A nonresponsive bid will not be considered for award.

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

Form submitted by (bidder name): \_\_\_\_\_ Phone No.: \_\_\_\_\_  
*(Signature)*

Contact Name: \_\_\_\_\_ Company: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

## SAMPLE CONTRACT

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

### WITNESSETH:

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

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

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

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

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

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

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

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

The Contractor understands that if the price of this Contract exceeds \$500,000, the City will deposit amounts withheld as retainage into an interest-bearing escrow account for the benefit of the City as outlined in ORS 279C.570(2), unless

the Contractor elects an alternative in lieu of cash retainage, such as bonds, securities or other instruments, or a deposit of a surety bond. The Contractor shall receive interest on the retained moneys from the date the Contractor's related payment request is fully approved by the City until the date the retained moneys are paid by the City to the Contractor. Payment of retainage is deemed to be "paid" when the payment is transmitted to the Contractor.

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

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

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

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

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

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

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

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

**CONTRACTOR:**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Construction Contractor's Board License Number

Tax Identification No.: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

**CITY OF ALBANY, OREGON:**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

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

**PERFORMANCE BOND**

BOND NUMBER: \_\_\_\_\_

TOTAL BID AMOUNT: \$\_\_\_\_\_

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

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

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

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

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

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Telephone Number

Surety Witness:

By: \_\_\_\_\_

\_\_\_\_\_  
Street/City Address

## PAYMENT BOND

BOND NUMBER: \_\_\_\_\_

TOTAL BID AMOUNT: \$\_\_\_\_\_

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

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

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type*

\_\_\_\_\_  
Street/City Address

\_\_\_\_\_  
Telephone Number

Surety Witness:

By: \_\_\_\_\_

\_\_\_\_\_  
Street/City Address

## SPECIAL PROVISIONS

### SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

#### I-1. DESCRIPTION OF WORK

This project includes approximately 2,400 linear feet of full street reconstruction on Lochner Road, including curbs, sidewalks, storm drain and stormwater quality planters and pond; approximately 200 linear feet of new street reconstruction on Marion Street from Union Pacific Railroad tracks to new Lochner Road/Marion Street intersection, including curbs, sidewalks, storm drain and approximately 200 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/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 for a period not to exceed sixty (60) calendar days, or to reject any and all proposals received and further advertise the project for bids. The City may reject any bids not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause any or all bids upon a finding of the City it is in the public interest to do so.

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

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

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

#### I-4. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

At the Contractor's option, the City will issue the Notice to Proceed any time after both parties have executed the contract. The Contractor shall be required to give the City seven days advance notice of intent to begin construction.

Regardless of the actual construction start date, all work specified in the contract documents except plantings shall be completed, in every respect, by October 2, 2020, the ultimate completion date. All work associated with planting installation shall be completed by November 15, 2020.

**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. 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-6. 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-7. 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 Marion Street within the construction area while City work is being performed. At a minimum, the Contractor shall maintain one lane of traffic on Marion Street in each direction or provide flaggers to control alternating traffic through a single lane. At no time shall the flow of traffic be stopped completely on Marion Street 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 only time Marion Street will be allowed to be closed is while Albany & Eastern Railroad Company (AERC) is reconstructing the Marion Street railroad crossing. The Contractor shall provide the traffic control signage for AERC to close the road and reconstruct the crossing. A traffic control plan for the Marion Street closure is provided in the Construction Drawings. Lochner Road shall remain open to traffic while Marion Street is closed during AERC's work. At a minimum, the Contractor shall maintain one lane of traffic on Lochner Road in each direction or provide flaggers to control alternating traffic through a single lane while the Marion Street closure is in effect. When the Marion Street closure is not in effect, the Contractor will be allowed to close Lochner Road to through traffic. Temporary ramps shall be installed and maintained at intersections and driveways for the duration of the project.

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.

Traffic control plans for the Marion Street closure and the overall City project are provided in the Construction Drawings. Any modifications to these plans must be approved by the City of Albany. For any proposed modifications to the plans, the Contractor shall submit a detailed traffic control plan in conformance with the *Standard Construction Specifications* and corresponding with the Contractor's construction schedule. Traffic control plans for specific instances not covered by those shown in the Construction Drawings will be required for all public and private traveled roadways within the project area. 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 place and maintain “DRIVEWAY OPEN” signs at commercial driveways to guide customers and deliveries to the appropriate entrances during the work. The signs shall be repositioned on a continuous basis as the progress of the work requires. Business contact information will be provided by the Engineer.

After working hours, construction equipment shall be parked outside traveled portions of Marion Street 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 percent) 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-8. 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. Agency contact information may be found in the table below.

<u>Agency</u>	<u>Address</u>	<u>Phone Number</u>
U.S. Postal Service	525 2 <sup>nd</sup> Avenue SW Albany, OR 97321	541-926-8829
Albany Transit System	112 10 <sup>th</sup> Avenue SW Albany, OR 97321	541-917-7667
Republic Services	1214 Montgomery Street SE Albany, OR 97321	541-928-2551
Albany Fire Department Administrative Office	611 Lyon Street SE Albany, OR 97321	541-917-7700
Greater Albany Public Schools District Office	718 7 <sup>th</sup> Avenue SW Albany, OR 97321	541-967-4501
Albany Police Department	2600 Pacific Boulevard SW Albany, OR 97322	541-971-7680
Linn County Sheriff’s Office	1115 Jackson Street SE Albany, OR 97322	541-967-3950

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

The Contractor shall provide written notification to all affected residents and businesses three 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-9. 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-10. RAILROAD COORDINATION

The Contractor shall be responsible for coordinating with Union Pacific Railroad (UPRR) and Albany & Eastern Railroad Company (AERC) for work within 25-feet of the railroad tracks. UPRR is the underlying owner for both the Marion Street mainline track and the Lochner spur track. AERC operates and maintains both tracks. The Contractor shall be responsible for contacting each railroad to acquire any required right-of-entry permits, insurance, schedule railroad flagging, and meet any additional requirements presented by the railroads at the Contractor's expense. Track information is shown in the table below.

Street Name	DOT ID #	Subdivision	Crossing Type	Milepost	Approx. Number of Trains	Approx. Switch Movements
Marion Street	760236N	Brooklyn	Public	690.40	2 per day	4 per day
Lochner Road	760237V	Brooklyn	Public	690.45-C	2 per week	0

In addition to the City's road reconstruction project, AERC will be reconstructing the railroad crossings on Marion Street and Lochner Road. The Contractor shall be responsible for providing traffic control for AERC. AERC anticipates the Marion Street crossing reconstruction to take 3 days to complete and the Lochner spur crossing reconstruction to take 6 days to complete. See traffic control section for traffic control requirement details associated with the rail crossing reconstruction work.

The Contractor shall coordinate installation of 24-inch and 6-inch steel casings via open trench and remove existing culverts under railroad tracks while AERC is reconstructing the Lochner Road spur track. The Contractor shall be available to perform the work based on AERC's schedule. AERC anticipates reconstruction of the Lochner spur track to take place in early May, but the Contractor shall be available at any time AERC schedules the work. AERC estimates the Lochner spur reconstruction to take 6 days not including the casing installation/culvert removal work the Contractor shall perform. The Contractor shall have one day to complete all casing installation and culvert removal work underneath the railroad tracks. The Contractor shall be responsible for all stand-by time incurred by AERC if the installation takes longer than one day.

## I-11. WETLANDS REMOVAL-FILL PERMITS

The City has obtained removal-fill permits from the U.S. Army Corps of Engineers (Appendix A) and Oregon Department of State Lands (Appendix B) for wetlands located on this project. The City has also obtained a 401 Water Quality Certification from the Oregon Department of Environmental Quality (Appendix C) as required by the federal Clean Water Act and Oregon Administrative Rules. The Contractor shall comply with all conditions set forth in the two wetlands permits and 401 Water Quality Certification. A copy of each of the documents must be kept onsite at all times during the work.

## I-12. 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](http://www.cityofalbany.net). Payment for obtaining permits will be considered incidental to the appropriate bid items.

### **I-13. 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-14. FRANCHISE UTILITY COORDINATION**

The City has notified affected franchise utility companies of this project and has directed them to relocate their facilities as needed to provide for the construction of this project. Franchise utilities include Pacific Power, Consumers Power Inc. (CPI), CenturyLink and NW Natural. The Contractor shall coordinate with the franchise utility companies to allow them to perform their relocation work. No additional contract time will be allowed for delays resulting from a lack of coordination with franchise utilities.

Franchise Utility contacts for this project are provided below:

<b>Utility</b>	<b>Contact</b>	<b>Telephone</b>	<b>Email</b>
Pacific Power	Tucker Hill	541-967-6161	<a href="mailto:Tucker.Hill@PacifiCorp.com">Tucker.Hill@PacifiCorp.com</a>
CPI	John Yastrop	541-929-8644	<a href="mailto:johny@cpi.coop">johny@cpi.coop</a>
CenturyLink	Travis Vaughn	503-365-5555	<a href="mailto:travis.vaughn@centurylink.com">travis.vaughn@centurylink.com</a>
NW Natural	Dave Bellinger	541-926-4253 x8238	<a href="mailto:d6b@nwnatural.com">d6b@nwnatural.com</a>

### **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. STREET CONSTRUCTION**

Street excavation, placement of geotextile fabric, and rock backfill shall be conducted in one continuous operation. Only tracked vehicles will be allowed on the subgrade. Geotextile fabric shall be placed on the subgrade following excavation. No vehicles will be allowed to drive directly on the fabric. All underground utilities shall be tested and accepted prior to placing the geotextile fabric. Cutting or digging through the geotextile fabric will not be allowed once it has been placed. Crushed aggregate base shall be placed to within 25 feet of the end of street excavation by the end of each working day. Care shall be taken to avoid damage to existing public and private utilities.

### **I-17. 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-18. 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 Department of Transportation's Standard Specifications for Highway Construction, 1996 Edition.

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-19. SCHEDULED INTERRUPTION OF WATER SERVICE**

All water line work requiring water shutdowns shall be completed by June 12, 2020 unless otherwise approved by the Engineer. 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-20. 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 the Contractor shall be charged.

#### **I-21. 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-22. 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-23. 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-24. DIGITAL PROJECT FILES**

If requested by the Contractor, the City of Albany will provide the AutoCAD Civil 3D electronic files used to create the Construction Drawings. While these files include electronic surfaces and other data, they are not intended to be used for construction purposes. The City will require the Contractor to sign a City-provided release document acknowledging that the files are to be used at the Contractor's own risk.

#### **I-25. 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-19-02, Lochner Road Improvements does not use federal funds and does not require Davis-Bacon rates. Only Oregon BOLI Prevailing Wage Rates apply to this project.**

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

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>

Publications that apply to this contract are the January 1, 2020, [Prevailing Wage Rate for Public Works in Oregon](#), along with the amendment effective February 1, 2020; as well as the January 1, 2020, [PWR Apprenticeship Rates](#).

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

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

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

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

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

### II-3. RECIPROCAL PREFERENCE LAW

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

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

<https://www.naspo.org/reciprocity1>

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

#### **II-4. AFFIRMATIVE ACTION/NONDISCRIMINATION**

By submitting a bid/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 sub-section, paragraphs 1-4 above, in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's 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.

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or person.

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

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

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

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

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

## SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS

### **Item No. 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. 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. 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 and the associated 1200-CN permit issued by the City of Albany (see Appendix D). The Contractor shall maintain a copy of the 1200-CN permit on site at all times. The EPSC plan shall be implemented prior to the beginning of the ground disturbing activities.

In the event the Contractor fails to provide and maintain EPSC measures that prevent sediment from leaving the construction site, the City may require that work be stopped immediately. The City will not grant contract extensions for work stoppages based on the Contractor's failure to provide and maintain EPSC measures that prevent sediment from leaving the construction site. If sediment-laden water continues to leave the site after one working day following notification by the Engineer, the City may install additional EPSC measures at the Contractor's expense. The City will deduct two times (200 percent) 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. 4 – Coordinate with Railroads at Marion Street Crossing:**

See Special Provisions and Construction Drawings.

This bid item includes all coordination with Union Pacific Railroad (UPRR) and Albany & Eastern Railroad Company (AERC) required for work near the UPRR tracks. UPRR owns the Marion Street mainline track and AERC operates and maintains it. All railroad related expenses, including but not limited to railroad flagging and insurance, shall be incidental to this bid item.

This bid item also includes coordination with AERC to replace the rail crossing. The Contractor shall install and maintain all temporary traffic control required for AERC to complete their work.

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. 5 – Coordinate with Railroads at Lochner Road Crossing:**

See Special Provisions and Construction Drawings.

This bid item includes all coordination with Union Pacific Railroad (UPRR) and Albany & Eastern Railroad Company (AERC) required for work near the UPRR tracks. UPRR owns the Lochner spur track and AERC operates and maintains it. All railroad related expenses, including but not limited to railroad flagging and insurance, shall be incidental to this bid item.

This bid item also includes coordination with AERC to replace the rail crossing. The Contractor shall install and maintain all temporary traffic control required for AERC to complete their work. Coordination of 24-inch steel casing installation and existing culvert removal shall be included under a separate bid item.

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. 6 – Unclassified Excavation:**

See *Standard Construction Specifications*, Section 204 and the Special Provisions.

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

**Item No. 7 - Overexcavation and Foundation Stabilization:**

See *Standard Construction Specifications*, Section 204.

Subgrade geotextile fabric shall be placed at the bottom of the excavation prior to backfill. Geotextile fabric shall be paid for under a separate bid item.

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. 8 – Subgrade Geotextile Fabric:**

See the Special Provisions.

This bid item shall include placing subgrade geotextile fabric to the construction limits shown on the plans or as directed by the Engineer.

The subgrade geotextile fabric shall meet the Standard Specifications for Construction, Section 00350, Geosynthetic Installation, and Table 02320-1, Geotextile Property Values. The fabric shall be spread uniformly over the subgrade surface to the limits as shown on the Construction Drawings and as directed by the Engineer. For areas greater than the fabric width or length, the fabric shall be overlapped. The overlap shall be a minimum of 24 inches. No vehicles, including construction equipment, shall be allowed directly on the fabric. All underground utilities shall be tested and accepted prior to placing the geotextile fabric. No cutting or trenching through the geotextile fabric will be allowed.

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

**Item No. 9 – Crushed Aggregate Base:**

See *Standard Construction Specifications*, Sections 205 and 302 and the Special Provisions.

Crushed aggregate base shall consist of 100 percent fractured face rock.

This bid item also includes crushed aggregate base placed under curbs, sidewalks, driveway approaches, and transition paving.

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

**Item No. 10 – 3/8-Inch Warm Mix Asphalt Concrete Wearing Course:**

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

The wearing course shall be placed in one 2-inch lift with a minimum density of 93 percent of the maximum density. The Contractor shall place the wearing course of asphalt the entire width of the street, including the side street intersections, on the same day. The use of multiple independently operated paving machines may be required to meet this requirement. 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.

Warm mix asphalt concrete shall conform to Section 00745 - Asphalt Concrete Pavement of the Oregon Standard Specifications for Construction. The Contractor shall provide a Superpave mix design for dense graded, Level 2, 3/8-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*.

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

PG 70-22: Reclaimed asphalt binder replacement less than 25 percent

PG 64-22: Reclaimed asphalt binder replacement between 25 percent and 35 percent

The reclaimed asphalt binder content shall not exceed 35 percent.

The temperature of warm mix asphalt concrete at the time it is spread into final position shall be at least 215°F.

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. 11 – ½-Inch Warm Mix Asphalt Concrete Base Course:**

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

The base course shall be placed in two 3-inch lifts on Lochner Road and two 2-inch lifts over one 3-inch lift on Marion Street. 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.

Warm mix asphalt concrete shall conform to Section 00745 - Asphalt Concrete Pavement of the Oregon Standard Specifications for Construction. The Contractor shall provide a Superpave mix design for dense graded, Level 2, ½-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*.

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

PG 64-22: Reclaimed asphalt binder replacement less than 25 percent

PG 58-28: Reclaimed asphalt binder replacement between 25 percent and 35 percent

The reclaimed asphalt binder content shall not exceed 35 percent.

The temperature of warm mix asphalt concrete at the time it is spread into final position shall be at least 215°F.

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. 12 – Transition Paving:**

See *Standard Construction Specifications*, Section 205 and 304.

This bid item shall include all labor, equipment, and materials required to complete transition paving behind new driveway approaches as shown on the plans and as directed by the Engineer. Paving shall be completed using ½-inch asphalt concrete. Unless otherwise shown on the Construction Drawings or directed by the Engineer, transition paving shall be four-inches thick over six inches of compacted crushed aggregate base. Sawcutting of existing pavement shall be incidental to this item. Base rock shall be paid under Crushed Aggregate Base.

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

**Item No. 13 – Emulsified Asphalt Tack Coat:**

Emulsified asphalt used for tack coat shall be CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2 or HFMS-2 as selected by the Contractor. Limit pumping between the bulk storage tank, hauling transportation, field storage tanks and distributor to an absolute minimum to maintain proper viscosity. Dilution of the tack coat material may be allowed to a maximum 1:1 ratio with prior approval of the Engineer. Water shall be added as recommended by the asphalt supplier.

Surfaces that are to receive a tack coat shall be thoroughly cleaned of dust, dirt and loose debris immediately prior to placing tack.

Tack coat shall be placed to the previous lift of asphalt concrete when more than twelve hours have elapsed before the time of placing the subsequent lift. Tack coat shall be applied at a temperature of between 140°F and 185°F, and at the rates shown below:

<u>Surface Type</u>	<u>Residual Rate (gallons per square yard)</u>
New Asphalt	0.02 to 0.05
Existing Asphalt	0.04 to 0.08

Tack coat shall be applied using an asphalt distributor that can apply the asphalt on variable surface widths up to 16 feet, at readily controlled rates and with uniform pressure. The distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices and a thermometer for measuring the temperature of tank contents. Distributor equipment shall be equipped with a positive power unit for the asphalt pump and full circulation spray bars adjustable both laterally and vertically. The spray bar height shall be set for triple lap coverage. Tack coat applications shall be uniform both transversely and longitudinally. Applications that are streaked shall not be allowed. The tack coat shall not be applied during wet weather or when the temperature is below 40°F and shall be applied in advance of paving operations as is appropriate to maintain a tacky, sticky condition of the asphalt. Asphalt concrete shall not be placed on the tack coat until the emulsified asphalt has separated from the water.

Tack coat shall also be applied to all edges of existing pavement, gutter surfaces, manhole castings, inlet boxes and like items prior to placement of the first lift of asphalt. Placement of tack in these areas shall be incidental to this item.

Failure to apply tack coat as described above will result in the associated asphalt concrete being rejected.

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. 14 – Standard Curb and Gutter:**

See *Standard Construction Specifications*, Section 306.

Concrete used for this work shall have a three-day compressive strength of 4,000 psi. Sawcutting and removal of existing concrete is incidental to this bid item. This bid item includes all City of Albany standard curb and gutter, rolled curb and gutter and straight curb and gutter where shown on the Construction Drawings. This bid item also includes all ODOT mountable curb and gutter and 7-inch curb and gutter where shown on the Construction Drawings.

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. 15 – 4-Inch PCC Sidewalk:**

See *Standard Construction Specifications*, Section 306.

Concrete used for sidewalk located behind driveway approaches shall be paid for under a separate bid item. Removal of existing sidewalk and private driveways will be paid for under unclassified excavation.

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. 16 – 8-Inch PCC Driveway Approach:**

See *Standard Construction Specifications*, Section 306.

Concrete used for this work shall have a three-day compressive strength of 4,000 psi. Removal of existing driveway approaches will be paid for under unclassified excavation. Concrete used for sidewalk located behind driveway approaches shall be paid for under this bid 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. 17 – 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. 18 – Install ODOT Pedestrian Handrail:**

See ODOT Standard Drawings and Construction Drawings.

ODOT pedestrian handrail shall be installed as described on the Construction Drawings.

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. 19 – Remove Railroad Guardrail and Posts:**

See Construction Drawings.

Guardrail on south side of Marion Street railroad tracks shall be removed as described 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. 20 and 21 – 8-Inch and 10-Inch Ductile Iron Storm Drain:**

See *Standard Construction Specifications*, Section 401.

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. 22 through 27 – 10-Inch, 12-Inch, 15-Inch, 18-Inch, 30-Inch, 36-Inch Storm Drain:**

See *Standard Construction Specifications*, Section 401.

10-inch, 12-inch, 15-inch, 18-inch, 30-inch and 36-inch storm drain pipe shall be constructed using SaniTite HP pipe or PVC pipe.

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. 28 – Open Trench 24-Inch Casing with 12-Inch PVC Carrier Pipe:**

See *Standard Construction Specifications*, Section 207 and the Construction Drawings

This bid item provides for open trench installation of a 24-inch steel casing pipe under the railroad crossing on Lochner Road as shown on the Construction Drawings. The 12-inch PVC storm drain inside the casing is included in this bid item. Also included in this bid item is coordination with Albany & Eastern Railroad Company (AERC) to install the 24-inch casing while AERC has removed tracks for replacement.

The casing shall be 24-inch diameter ASTM A53, Type E, with minimum wall thickness of 0.375 inches. Calpico Model “M” pipe insulators with standard type skids shall be installed, three per pipe, located 2 feet from each end of the pipe stick and in the center of each pipe stick. Each end of the steel casing shall be plugged with a minimum 6 inches of grout to prevent the movement of material into the casing. No material shall be placed in the annular space between the casing and carrier pipes.

The Contractor shall provide insurance as required by the railroad permits. The contractor shall pay the Railroad for all expenses incurred by the Railroad to provide flagmen, inspectors, and other personnel they require to protect their property as a result of the work. Railroad insurance, flaggers, inspectors and other appurtenances requires by the Railroad shall be covered under a separate 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. 29 – 12-Inch Culvert:**

See *Standard Construction Specifications*, Section 401.

This bid item provides for installation of 12-inch culverts under driveway approaches as shown on the Construction Drawings.

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. 30 – Shallow Precast Manhole:**

See *Standard Construction Specifications* Sections, 402 and 403 and the Construction Drawings.

This bid item includes construction of a new shallow precast manhole with 2-foot concentric cone per the *Standard Construction Specifications*, applicable Standard Details, and the Construction Drawings. 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 labor, equipment, materials, and incidentals required to complete the work.

**Item No. 31 – 60-Inch Precast Manhole:**

See *Standard Construction Specifications* Sections, 402 and 403 and the Construction Drawings.

This bid item includes construction of a new 60-inch diameter precast manhole per the *Standard Construction Specifications*, applicable Standard Details, and the Construction Drawings. Pipe connections to the manhole shall be incidental to this bid item. The bench shall be constructed with a 1:12 slope to the springline of the pipe.

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. 32 – 72-Inch Precast Manhole:**

See *Standard Construction Specifications* Sections, 402 and 403 and the Construction Drawings.

This bid item includes construction of a new 72-inch diameter precast manhole per the *Standard Construction Specifications*, applicable Standard Details, and the Construction Drawings. Pipe connections to the manhole shall be incidental to this bid item. The bench shall be constructed with a 1:12 slope to the springline of the pipe.

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. 33 – 24-Inch Beehive Overflow Inlet:**

See *Standard Construction Specifications* Sections, 402 and 403 and the Construction Drawings.

This bid item includes construction of a new 24-inch beehive overflow inlet per the *Standard Construction Specifications*, applicable Standard Details, and the Construction Drawings. Pipe connections to the inlet 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. 34 – Connect to Existing Manhole:**

See *Standard Construction Specifications* Sections, 402 and 403 and the Construction Drawings.

This bid item includes construction of new connections to existing 84-inch manhole per the *Standard Construction Specifications*, applicable Standard Drawings, and the Construction Drawings. Pipe connections to the manhole shall be incidental to this bid item. New pipe connections to manholes shall be core drilled. Abandoning existing connections to manhole shall be considered incidental to this bid item.

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. 35 – 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. 36 – Standard 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. 37 – ODOT Type D Inlet:**

See ODOT Standard Drawings and Construction Drawings.

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. 38 – Adjust Fixtures to Grade:**

See *Standard Construction Specifications*, Section 402.

All manholes within the new roadway shall be paved over and adjusted to grade after paving is completed per Standard Drawing No. 409. Circular sawcutting shall be used instead of diamond cutting; 2-inches minimum of a Level 2, 3/8-inch warm mix asphalt concrete shall be placed within the circular area after the frame and cover has been adjusted and concrete has cured.

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. 39 – Remove Existing Storm Drain:**

See *Standard Construction Specifications*, Section 403.

This item provides for removal of existing storm drains and backfilling with select backfill as shown on the Construction Drawings and as directed by the Engineer.

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. 40 – Abandon Existing Storm Drain:**

See the Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to abandon the existing 15-inch storm drain in-place as shown on the Construction Drawings. Pipes to be abandoned shall be pumped full of cellular concrete or flowable controlled density fill. The cellular concrete or flowable controlled density fill shall be able to flow through the existing pipes to fill all voids and shall have a compressive strength between 50 and 200 psi. The Contractor shall provide a mix design for approval by the Engineer prior to the start of work. The Contractor shall monitor the pumping of cellular concrete or flowable controlled density fill and ensure the material does not overflow. Any additional excavation required to complete this work shall be incidental to this bid item.

There are approximately 40 feet of 15-inch pipe 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. 41 – Remove Existing Storm Drain Inlet:**

See *Standard Construction Specifications*, Section 403.

Backfill will be paid for under Crushed Aggregate Base.

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. 42 through 46 – Construct Stormwater Planter 1, 2, 3, 4, and 5:**

See *Standard Construction Specifications*, Section 601, 602, 603, and 604 and the Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to construct the stormwater planters as shown on the Construction Drawings. Installation of 4-inch cleanouts, splash pads, 4-inch

perforated pipes, 4-inch solid pipes and 10-inch beveled PVC storm drains with concrete collars are incidental to this item.

Excavation and backfill of stormwater quality planters shall be completed within 120 hours. Contractor shall be responsible for ensuring curb and gutter is not undermined during planter excavation and backfill.

A manure-free aged organic compost shall be used as the planter surface treatment instead of jute matting. The manure-free aged organic compost shall be placed a minimum of 2-inches thick on top of the growing medium prior to plant installation. The Contractor shall submit a compost technical data sheet to the Engineer for approval prior to placement.

Plantings shall be paid for under a separate bid item. 24-inch beehive overflow inlet in stormwater planter 1 shall be paid for under a separate bid item.

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. 47 – Regrade Existing Ditch:**

See Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to regrade the existing ditch as shown on the Construction Drawings. Installation of jute matting is considered incidental to this bid item. Hydroseeding will be paid for under a separate 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. 48 – Plant and Establish Stormwater Quality Plantings:**

See *Standard Construction Specifications*, Section 605.

This item provides for the provision, installation, and establishment of plants and grasses in stormwater planters as shown on the Construction Drawings.

Contractor shall mix in a minimum of ½ cup of Myco-Fusion Rhizo-Charge and one tablespoon of Myco-Fusion Green 150 by Santiam Organics of Albany, Oregon, or approved equal, with the growing medium in each planting hole.

Seed mixes shall be “City of Albany Bioswale Simple”, “Butterfly Seed Mix Short”, and “Urban Meadow Mix” made by Heritage Seedlings and Liners, Inc., or approved equal.

All warranty-related expenses shall be included in this item.

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

**Item No. 49 – 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. The street tree summary is provided below:

<u>Qty</u>	<u>Scientific Name</u>	<u>Species</u>	<u>Cultivar Common Name</u>
11	<i>Quercus shumardii</i>		Shumard Oak
8	<i>Quercus macrocarpa</i>	'JFS-KW14'	Cobblestone® Oak

All warranty-related expenses shall be included in this item.

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. 50 – Plant and Establish Private Trees and Shrubs:**

See *Standard Construction Specifications*, Section 210 and Construction Drawings

This item provides for the provision, installation, and establishment of private trees and shrubs as shown on the Construction Drawings. The tree and shrub summaries are provided below:

<u>Qty</u>	<u>Tree Scientific Name</u>	<u>Tree Species</u>	<u>Tree Cultivar Common Name</u>
15	<i>Acer rubrum</i>	'Armstrong'	Armstrong Maple

<u>Qty</u>	<u>Shrub Scientific Name</u>	<u>Shrub Common Name</u>
40	<i>Cornus sericea</i> 'Kelsey'	Kelsey Dogwood
15	<i>Rhaphiolepis umbellata</i> 'Minor'	Dwarf Yeddo Rhaphiolepis
15	<i>Spirea japonica</i> 'Magic Carpet'	Magic Carpet Spirea

Existing trees were removed prior to construction. Removal of stumps shall be included in this bid item.

All warranty-related expenses shall be included in this item.

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. 51 – Landscape Restoration:**

See Special Provisions and the *Standard Construction Specifications*, Section 209.

This item provides for basic restoration of lawns and landscape strip areas with hydroseeding or bark mulch as shown on the Construction Drawings and as directed by the engineer.

Hydroseeding shall be applied to all disturbed areas where grass exists prior to construction unless otherwise directed by the Engineer. Lawn areas with existing soil shall be prepared with a minimum of six inches of new topsoil. Areas without topsoil shall be prepared with a minimum of 18 inches of topsoil. All topsoil shall be lightly compacted to prevent settling. Use one of the following seed mixes or approved equal:

1. Dwarf Grass Mix (low height, low maintenance)  
Dwarf Perennial Ryegrass, 80 percent by weight  
Creeping Red Fescue, 20 percent by weight  
Application rate: 100 pounds minimum per acre
2. Standard Height Grass Mix  
Annual Ryegrass, 40 percent by weight  
Turf-type Fescue, 60 percent by weight  
Application rate: 100 pounds minimum per acre

All hydroseeding shall be completed by September 1 unless otherwise approved by the Engineer. Any disturbed areas not hydroseeded by September 1 shall be hydroseeded with a layer of EcoBlanket with Terraseeding by Rexus, Inc. or approved equal. No additional payment will be made for the use of EcoBlanket and Terraseeding. Seeded areas shall be maintained, including watering, spot weeding, mowing, and reseeded, until a full, uniform, vigorously growing stand of grass free of weeds, undesirable grass species, disease, and insects is achieved and accepted by the Engineer.

This item shall also include the provision and placement of four inches of medium grade fir/hemlock bark mulch in new landscape strips and around new private trees and shrubs over weed control fabric as shown on the Construction Drawings and as directed by the Engineer. The existing ground surface shall be cleared of weeds and other unwanted vegetation prior to placement of bark mulch.

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

**Item No. 52 – Relocate Existing Mailbox:**

This item provides for relocating existing mailboxes to new posts as shown on the applicable Standard Drawings, the Construction Drawings, and as directed by the Engineer. This item also includes maintaining mailboxes during construction on temporary posts as directed by the Engineer. New post bases shall be incidental to this item.

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. 53 through 55 – 1-Inch, 2-Inch and 3-Inch PVC Street Lighting Conduit:**

This bid item shall include all work required for installation of Pacific Power and Consumers Power Inc. (CPI) conduits in the locations shown on the Construction Drawings and as directed by the Engineer. All conduits shall be Schedule 40 PVC and have 500-pound-test pull cords installed for later use by Pacific Power and CPI. Conduit shall have a minimum of 24 inches and a maximum of 48 inches of cover from finished grade, unless otherwise shown on the Construction Drawings. All couplers, bends, risers, caps, and any other required fittings or materials are considered incidental to these bid items. All bends and sweeps shall have a radius of 36 inches and shall be fiberglass unless otherwise called out on the Construction Drawings or directed by the Engineer. All work shall conform to the Pacific Power Distribution Construction Standard or CPI standard and shall be inspected and approved by Pacific Power and CPI prior to backfill. Pacific Power will install mounting brackets on existing poles ahead of installation of conduits.

The Contractor shall coordinate with Pacific Power for inspection of the work west of the Lochner Spur track. Questions regarding Pacific Power's standards and inspections may be directed to Tucker Hill with Pacific Power at 541-967-6161.

The Contractor shall coordinate with CPI for inspection of the work east of the Lochner Spur track. Questions regarding CPI's standards and inspections may be directed to John Yastrop with CPI at 541-929-8644.

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. 56 – Directional Drill 3-Inch PVC Street Lighting Conduit:**

**See Addendum No. 1 for Changes to this Bid Item**

This bid item shall include all work required for directionally drilling 3-inch PVC street lighting conduit at the location shown on the Construction Drawings and as directed by the Engineer. All conduits shall be Schedule 40 PVC and have 500-pound-test pull cords installed for later use by Consumers Power Inc. (CPI). Conduit shall have a ~~minimum of 36 inches~~ **minimum of 48 inches** and a ~~maximum of 48 inches~~ of cover from finished grade, unless otherwise shown on the Construction Drawings. **Horizontally directionally drilled 2-inch and 3-inch conduits can be installed simultaneously with one bore.** All couplers, bends, risers, caps, and any other required fittings or materials are considered incidental to these bid items. All bends and sweeps shall have a radius of 36 inches and shall be fiberglass unless otherwise called out on the Construction Drawings or directed by the Engineer. All work shall conform to CPI Standard and shall be inspected and approved by CPI prior to backfill.

The Contractor shall coordinate with CPI for inspection of the work east of the Lochner Spur track. Questions regarding CPI's standards and inspections may be directed to John Yastrop with CPI at 541-929-8644.

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. 57 – Install Franchise Utility Power Junction Box:**

This bid item shall include installation of power junction boxes to function as hand holes, and the stubbing of conduit runs into the boxes. The power junction boxes will be supplied by Pacific Power and Consumers Power Inc (CPI) for installation at locations shown on the Construction Drawings and as directed by the Engineer. All work shall conform to the Pacific Power Distribution Construction Standard and CPI Construction Standard. The Contractor shall coordinate with Pacific Power and CPI for inspection of the work. Questions regarding Pacific Power's standards and inspections may be directed to Tucker Hill with Pacific Power at 541-967-6161. Questions regarding CPI's standards and inspections may be directed to John Yastrop with CPI at 541-929-8644.

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

**Item No. 58 – Install Transformer Pad:**

See Construction Drawings.

This bid item shall include installation of transformer pad as shown on the Construction Drawings and as directed by the Engineer. All work shall conform to the CPI Standard. The Contractor shall coordinate with CPI for inspection of the work. Questions regarding CPI's standards and inspections may be directed to John Yastrop with CPI at 541-929-8644.

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. 59 – Install Electrical Meter Pad and Tamper Resistant Meter Box:**

See Construction Drawings.

**See Addendum No. 1 for Changes to this Bid Item**

This bid item shall include installation of **concrete meter pad, tamper resistant meter box, and 4-jaw meter base** as shown on the Construction Drawings and as directed by the Engineer. All work shall conform to the CPI Standard. ~~The Contractor shall coordinate with CPI for inspection of the work and installation of the meter base.~~ **Coordinating with CPI to schedule any required inspections and to install the new meter are incidental to this bid item. All work shall meet local building and electrical codes. All permits required for installation shall be considered incidental to this bid item.**

Questions regarding CPI's standards and inspections may be directed to John Yastrop with CPI at 541-929-8644.

The Contractor shall submit specifications for tamper resistant meter box for approval by the engineer.

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. 60 – Open Trench 6-Inch Steel Casing:**

See *Standard Construction Specifications*, Section 207 and the Construction Drawings

No additional compensation will be made to the Contractor if this bid item is not used or if bid quantities are reduced/increased.

This bid item provides for open trench installation of a 6-inch steel casing pipe under the railroad crossing on Lochner Road as shown on the Construction Drawings. Also included in this bid item is coordination with Albany & Eastern Railroad Company (AERC) to install the 6-inch casing while AERC has removed tracks for replacement.

The casing shall be 6-inch diameter ASTM A53, Type E, with minimum wall thickness of 0.188 inches.

The Contractor shall provide insurance as required by the railroad permits. The contractor shall pay the Railroad for all expenses incurred by the Railroad to provide flagmen, inspectors, and other personnel they require to protect their property as a result of the work. Railroad insurance, flaggers, inspectors and other appurtenances requires by the Railroad shall be covered under a separate 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.

**Items No. 61 to 68– Thermoplastic Pavement Markings:**

See *Standard Construction Specifications*, Section 304

These items shall include all work to furnish and install pavement markings. Removal of existing pavement markings where shown on the Construction Drawings shall be considered incidental to bid items 67 and 71. Lane line markings shall be extruded profiled or 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 Flint Trading, Inc., 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*.

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 Number/Description</u>	<u>Pay Unit</u>
61. 4-inch Yellow Profiled Thermoplastic Stripe	Linear foot
62. 4-inch Yellow Non-Profiled Thermoplastic Stripe	Linear foot
63. 4-inch White Non-Profiled Thermoplastic Stripe	Linear foot
64. 8-inch White Non-Profiled Thermoplastic Stripe	Linear foot
65. 12-inch White Non-Profiled Thermoplastic Stripe	Linear foot
66. Thermoplastic Railroad Crossing Legend	Each
67. Thermoplastic Bicycle Lane Legend	Each
68. Thermoplastic Bicycle Lane Left Arrow Only	Each

**Item No. 69 – Raised Reflectorized Pavement Marker:**

See *Standard Construction Specifications*, Section 304 and the Construction Drawings.

The raised reflectorized pavement markers and adhesive shall conform to the requirements of the *Oregon Standard Specifications for Construction* and shall be installed in accordance with the manufacturer’s recommendations, and in accordance with the *Manual on Uniform Traffic Control Devices*. Raised reflectorized pavement markers shall be placed as shown on the Construction Drawings and as directed by the Engineer. The City estimates there are approximately 65 yellow pavement markers.

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

**Item No. 70 – 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 round, 2<sup>3</sup>/<sub>8</sub>-inch, 0.095 gauge, galvanized, steel pipe 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 per-each basis and will include all labor, equipment, materials, and incidentals required to complete the work.

**Item No. 71 – Relocate Existing Street Signs:**

See the Construction Drawings.

This bid item includes relocating the existing street signs as shown on the plans or as directed by the Engineer. For sign relocation, the existing post and base shall be removed. All existing street signs shall be relocated 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, they shall be replaced with round, 2<sup>3</sup>/<sub>8</sub>-inch, 0.095 gauge, galvanized steel pipe 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 per-each basis and will include all equipment, labor, materials, and incidentals required to complete the work.

**Item No. 72 – Remove Existing Street Signs:**

See the Construction Drawings.

This bid item includes removal of existing signs and posts and providing them to the City for salvage.

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. 73 – 10-Inch Asphalt Trench Patch:**

See *Standard Construction Specifications* 304.

This bid item includes all trench patch work north of the railroad crossing on Marion Street. The base lifts shall be ½-inch asphalt with a maximum thickness of 3 inches. The top lift shall be 3/8-inch asphalt with a thickness of 2 inches.

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. 74– 4-Inch Asphalt Trench Patch:**

See *Standard Construction Specifications* 304.

This bid item includes all trench patch work south of the road reconstruction limits on Marion Street. The base lift shall be ½-inch asphalt with a thickness of 2 inches. The top lift shall be 3/8-inch asphalt with a thickness of 2 inches.

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. 75– 6-Inch Private Concrete Driveway:**

See Construction Drawings

This bid item includes all concrete work to restore the driveway of 3650 Marion St SE.

Sawcutting and removal of existing concrete 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. 76– Pothole Existing 12-Inch Asbestos Cement Water Line:**

See Construction Drawings

This bid item includes all work associated with potholing the existing 12-inch asbestos cement water line to determine its depth and alignment along and across Marion Street as needed to construct the new water line as shown on the Construction Drawings.

Coordination with City surveyor to collect depth and alignment data is incidental to this bid item.

Payment for this 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. 77– Pothole Existing 16-Inch Ductile Iron Water Line:**

See Construction Drawings

This bid item includes all work associated with potholing the existing 16-inch ductile iron water line to determine its depth in relation to new catch basin runs on Lochner Road as shown on the Construction Drawings.

Coordination with City surveyor to collect depth and alignment data is incidental to this bid item.

Payment for this 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. 78 – 12-Inch Ductile Iron Water Line:**

See *Standard Construction Specifications*, Section 501.

All water line work must be completed by June 12, 2020.

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. 79 – 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.

All water line work must be completed by June 12, 2020.

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

**Item No. 80 – STA B4+02.13 Connect to Existing Water Line:**

See the 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 asbestos cement water line and the new 12-inch ductile iron water line and coordination of a scheduled water shutdown.

Provision and installation of locking gaskets and retainer glands are incidental to this bid item.

All water line work must be completed by June 12, 2020.

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. 81 – 12-Inch × 12-Inch Connection Assembly:**

See the 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 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 12-inch ductile iron piping shall be included in this bid item. Payment for 12-inch butterfly valve shall be included in a separate bid item.

All water line work must be completed by June 12, 2020.

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. 82 – Combination Air/Vacuum Release Valve:**

See *Standard Construction Specifications*, Section 502.

No additional compensation will be made to the Contractor if this bid item is not used or if bid quantities are reduced/increased.

All water line work must be completed by June 12, 2020.

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

**Item No. 83 – Abandon Temporary Water Line Connection:**

See the Special Provisions and Construction Drawings.

This bid item includes provision and installation of all specified and unspecified materials necessary to remove the temporary coupler and 3-foot long ductile iron spool on south end of new tee and install 12-inch mj plug and thrust block. Coordination of a scheduled water shutdown shall be considered incidental. Abandoned piping shall be plugged with concrete a minimum distance equal to two pipe diameters or removed and disposed of legally.

All water line work must be completed by June 12, 2020.

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. 84 – Remove Existing Asbestos Cement Water Line:**

See Construction Drawings

This bid item includes provision for removal and disposal of existing 12-inch asbestos cement water line wherever it comes into conflict with new water line, storm drain, or road improvements on Marion Street. Contractor shall legally dispose of asbestos cement pipe.

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

**Item No. 85 – Relocate Private Irrigation Infrastructure:**

See Construction Drawings

This bid item includes provision for relocation of private irrigation infrastructure on the SnoTemp property as shown on the Construction Drawings.

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.

**NEW BID ITEM - Item No. 86 – Directionally Drill 2-Inch PVC Street Lighting Conduit:**

**See Addendum No. 1 for Changes to this Bid Item**

This bid item shall include all work required for directionally drilling 2-inch PVC street lighting conduit at the location shown on the Construction Drawings and as directed by the Engineer. All conduits shall be Schedule 40 PVC and have 500-pound-test pull cords installed for later use by Consumers Power Inc. (CPI). Conduit shall have a minimum of 48 inches of cover from finished grade, unless otherwise shown on the Construction Drawings. Horizontally directionally drilled 2-inch and 3-inch conduits can be installed simultaneously with one bore. All couplers, bends, risers, caps, and any other required fittings or materials are considered incidental to these bid items. All bends and sweeps shall have a radius of 24 inches and shall be PVC unless otherwise called out on the Construction Drawings or directed by the Engineer. All work shall conform to CPI Standard and shall be inspected and approved by CPI prior to backfill.

The Contractor shall coordinate with CPI for inspection of the work east of the Lochner Spur track. Questions regarding CPI's standards and inspections may be directed to John Yastrop with CPI at 541-929-8644.

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.

## LIST OF APPENDICES

- A. U.S. ARMY CORPS OF ENGINEERS REMOVAL-FILL PERMIT (Permit No. NWP-2019-141)– *included as separate document*
- B. DEPARTMENT OF STATE LANDS REMOVAL-FILL PERMIT (Permit No. 61832-RF)– *included as separate document*
- C. OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY 401 WATER QUALITY CERTIFICATION (Certification 2019-00141)– *included as separate document*
- D. CITY OF ALBANY 1200-CN EROSION PREVENTION AND SEDIMENT CONTROL PERMIT (Permit Number EP-0068-19)– *included as separate document*

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