



# CONTRACT DOCUMENTS

FOR

**ST-23-03**

## **FOURTEENTH AVENUE, CLAY STREET, AND GEARY STREET GRIND AND INLAY**

**Issue Date:** Monday, March 18, 2024

**Due Date:** Tuesday, April 2, 2024, 2:00 p.m. (Pacific Time)



RENEWS: 12/31/2025

**Public Works Director** ..... **Chris Bailey**  
**City Engineer**..... **Staci Belcastro, P.E.**  
**Project Engineer**..... **Carl Berg, P.E.**

For more information on this project,  
contact Carl Berg, 541-917-7633.

CITY OF ALBANY, OREGON

**ST-23-03, Fourteenth Avenue, Clay Street, and Geary Street Grind and Inlay**

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....	1
BIDDER’S SUBMITTAL CHECKLIST .....	2
INVITATION TO BID.....	3
PROPOSAL.....	4
SCHEDULE OF CONTRACT PRICES.....	7
BID BOND .....	9
EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM CERTIFICATION .....	10
FIRST-TIER SUBCONTRACTOR DISCLOSURE.....	11
SAMPLE CONTRACT.....	12
PERFORMANCE BOND.....	14
PAYMENT BOND.....	16
RETAINAGE ELECTION .....	18
SPECIAL PROVISIONS.....	19
SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS.....	19
SECTION II: STATE AND FEDERAL CONTRACTING LAW.....	25
SECTION III: TECHNICAL SPECIFICATIONS – BID ITEMS.....	29
LIST OF APPENDICES .....	37
CONSTRUCTION DRAWINGS (sized 11” x 17” - <i>attached as separate file</i> )	

## BIDDER'S SUBMITTAL CHECKLIST

Bids must be received by the time and date designated in the Invitation to Bid. It is the responsibility of the Bidder to submit the bid before the indicated deadline to the designated location. Bids received in the procurement email repository after the designated closing time will be determined nonresponsive and will not be accepted. The City is not responsible for late or mishandled delivery, equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a bid or inaccessibility of the submitted data.

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 addenda to this contract prior to bid opening. To be notified of addenda, contractor may email [pw.quotes@albanyoregon.gov](mailto:pw.quotes@albanyoregon.gov) and request to be added to the Plan Holder's list.

All bids must be submitted on City-provided forms that do not contain unauthorized alterations. Bids should be received in non-editable PDF format. The total size limit for each email submittal response should be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, you may contact Diane Murzynski at [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov) or 541-917-7522. Bidders must submit responses within a reasonable amount of time before the bid opening date and time to ensure timely email delivery.

A scanned copy of a bid bond is acceptable for the purposes of the bid opening.

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

- Signed Proposal (*three 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 and Alcohol Testing Program Certification form
- Retainage Election form (*Applicable if greater than \$500,000*)
- Pay Equity Training Certificate (*Applicable if greater than \$500,000 and 50 or more employees*)
- Addenda Acknowledgement (*acknowledge on Proposal if addenda have been issued*)

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

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

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



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

Category of Bid: Construction  
Engineer's Estimate: \$2,100,000  
Bids due at 2:00 p.m. (Pacific Time), Tuesday, April 2, 2024

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

**ST-23-03, Fourteenth Avenue, Clay Street, and Geary Street Grind and Inlay:** This project includes approximately 8,500 linear feet of 2-inch asphalt grind and inlay, curb ramp replacements, traffic signal modifications, striping and signing, minor utility adjustments and related appurtenances.

Bids shall be submitted to Diane Murzynski in the Finance Department, at [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov) and must be received **not later than 2:00 p.m., April 2, 2024**, or any extension of the time made by addendum. Bids will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line shall include the project number and name as follows: **ST-23-03, Fourteenth Avenue, Clay Street, and Geary Street Grind and Inlay**. The body of the email should 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 will be opened and publicly read using a virtual hosted meeting, <https://global.gotomeeting.com/join/623409989>. Interested parties may dial in using their phones (1-571-317-3122, access code 623-409-989). Bid totals will be posted on the City's website at <https://albanyoregon.gov/bids>.

Contract bid documents may be downloaded from the City of Albany website at <https://albanyoregon.gov/bids>. 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 email [pw.quotes@albanyoregon.gov](mailto:pw.quotes@albanyoregon.gov) 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 <https://www.albanyoregon.gov/standard-construction-specifications>. All public improvements are required to conform to these specifications and bid prices must reflect these specifications. For project information, call Carl Berg at 541-917-7633.

All City contracts contain a statement declaring 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 will 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 must accompany each bid on all projects and must 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. A scanned copy must be submitted with the bid.

DATED this 18th day of March 2024.

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts & Procurement Officer

PUBLISH: Daily Journal of Commerce on Monday, March 18, 2024  
City of Albany Website on Monday, March 18, 2024

## 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, and each person signing on behalf of the Bidder, certifies they do not have a personal or organizational conflict of interest and have not participated in drafting the scope of work or writing the specifications required for the project.

The Bidder further declares, by signing 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 must 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 as provided for in ORS 305.385(6). 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 fails 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.albanyoregon.gov/eftform>. Information provided on the form is exempt from public records disclosure under ORS 192.345(27).
- **For contracts that exceed \$500,000, Contractor must 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*.

ADDENDA ACKNOWLEDGEMENT No(s). \_\_\_\_ Dated \_\_\_\_\_ No(s). \_\_\_\_ Dated \_\_\_\_\_ No(s)\_\_\_\_ Dated \_\_\_\_\_  
No(s). \_\_\_\_ Dated \_\_\_\_\_ No(s)\_\_\_\_ Dated \_\_\_\_\_ No(s)\_\_\_\_ Dated \_\_\_\_\_

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 fails 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 must 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 this proposal is accepted, and the Bidder fails 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 must 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
*name of corporation*

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

Name: \_\_\_\_\_  
*(please print name)*

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



**SCHEDULE OF CONTRACT PRICES**

<b>ITEM NO.</b>	<b>BID ITEMS</b>	<b>APPROX. QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE DOLLARS/CTS</b>	<b>TOTAL AMT. DOLLARS/CTS</b>
1	Mobilization	1	LS		
2	Temporary Traffic Control	1	LS		
3	Erosion Prevention and Sediment Control	1	LS		
4	Overexcavation and Foundation Stabilization	100	CY		
5	2-Inch Thick Cold Plane Pavement Removal	45,200	SY		
6	Emulsified Asphalt Tack Coat	45,200	SY		
7	2-Inch Thick 3/8-Inch WMAC Pavement	5,000	TON		
8	Pavement Base Reconstruct 1/2-Inch WMAC Pavement	220	TON		
9	Remove Concrete Surfacing	20	SY		
10	Remove and Replace Standard Curb & Gutter	1,200	LF		
11	Remove and Replace Straight Curb	75	LF		
12	Remove and Replace 4-Inch PCC Sidewalk	1,050	SY		
13	Remove and Replace 6-Inch PCC Sidewalk	15	SY		
14	Detectable Warning Surface	500	SF		
15	4-Inch Yellow Non-Profiled Thermoplastic Stripe	15,000	LF		
16	12-Inch Yellow Non-Profiled Thermoplastic Stripe	145	LF		
17	4-Inch White Non-Profiled Thermoplastic Stripe	135	LF		
18	8-Inch White Non-Profiled Thermoplastic Stripe	27,000	LF		
19	12-Inch White Non-Profiled Thermoplastic Bar	1,750	LF		
20	24-Inch White Non-Profiled Thermoplastic Bar	350	LF		
21	Thermoplastic Bicycle Lane Legend	45	EA		
22	Thermoplastic Arrow Legend	85	EA		
23	Thermoplastic Green Bike Lane Extension	600	SF		
24	Remove Existing Striping	1	LS		



ITEM NO.	BID ITEMS	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE DOLLARS/CTS	TOTAL AMT. DOLLARS/CTS
25	Install New Street Sign	2	EA		
26	Relocate Existing Street Sign	3	EA		
27	Replace 10-Inch PVC Storm Drain Pipe	30	LF		
28	Replace 12-Inch PVC Storm Drain Pipe	35	LF		
29	Adjustment of Manhole Rim to Grade	34	EA		
30	Adjust Water Fixtures to Grade	28	EA		
31	Modify and Restore Geary Street & Santiam Road Traffic Signal	1	LS		
32	Modify and Restore Geary Street & 14th Avenue Traffic Signal	1	LS		
33	Modify and Restore 14th Avenue & Shopping Center Entrance Signal	1	LS		
34	Modify and Restore 14th Avenue & Clay Traffic Signal	1	LS		
35	Restore Traffic Signal Detection Loops	1	LS		
36	Tree Removal	1	EA		
37	Landscape Restoration	1	LS		
<b>SUM OF EXTENDED TOTALS</b>					

***NOTE: Subject to change if addition or extensions are in error. (Unit price prevails.)***

***All Items must be bid to be responsive.***

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

**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/their Bid Proposal for **ST-23-03, FOURTEENTH AVENUE, CLAY STREET, AND GEARY STREET GRIND AND INLAY**, 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 executes the proposed Contract and furnishes 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

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

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

Attorney in Fact

**EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM CERTIFICATION**

The City of Albany requires that bidders demonstrate and disclose that they have an Employee Drug and Alcohol Testing Program in place before a public contract can be awarded, **ORS 279C.505(2)**.

Therefore, by signing this Certification, the Bidder does hereby certify and confirm that, as the proposed general contractor for City of Albany Project **ST-23-03, Fourteenth Avenue, Clay Street, and Geary Street Grind and Inlay**, he/she/they has an Employee Drug and Alcohol Testing Program in place that is consistent with, and satisfies the intent of, the legislation referenced above. The City requires assurance that the contractor conducts random drug and alcohol testing for employees no less frequently than annually and assigned employees have successfully passed a minimum 12-panel drug test to satisfy the intent of this certification and the above legislation.

**CONTRACTOR:** \_\_\_\_\_

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

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

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE**

**PROJECT NAME:** Fourteenth Avenue, Clay Street, and Geary Street Grind and Inlay      **BID NUMBER:** ST-23-03

**BID CLOSING DATE:** April 2, 2024      **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 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.

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

## SAMPLE CONTRACT

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

### WITNESSETH:

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

Contractor must furnish City with 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).

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

Contractor agrees to protect, indemnify, and hold harmless 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 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.

Contractor, its subcontractors, if any, must certify that during the term of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local, state, or federal department or agency.

Contractor must agree to abide by all applicable federal requirements for procurement, as defined in 2 CFR Part 200 and Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards, if any federal funds are used for the Project.

It is expressly understood that this Contract must 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 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 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. Contractor and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.

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 must 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, City can pay and withhold these amounts from payments due Contractor (ORS 279C.515). Contractor must indemnify City from claims of damages resulting from actual or alleged violations of these obligations.

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

for cause. **Contracts valued at \$500,000 with employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before being awarded a contract.** Contractor must certify it has taken the required Pay Equity Training and provide a certificate to City.

**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 City as outlined in ORS 279C.570(2), unless Contractor elects an alternative in lieu of cash retainage, such as bonds, securities or other instruments, or a deposit of a surety bond. Contractor must receive interest on the retained moneys from the date Contractor’s related payment request is fully approved by City until the date the retained moneys are paid by City to Contractor. Payment of retainage is deemed to be “paid” when the payment is transmitted to 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, City agrees to pay to 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.

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 must 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, City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages must be retained out of any monies due or to become due under this agreement.

Payments must be made as provided in the Contract Documents. Notwithstanding anything in this agreement to the contrary, 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 City’s biennial budget must include in the budget for each fiscal year the amount of City financial obligation payable in such year and the City Manager or such other officer must 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 must be vested exclusively in the courts of Oregon, Oregon law must apply, and venue must 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:**

**CITY OF ALBANY, OREGON:**

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

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

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

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

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

Title: Chris Bailey, Public Works Director

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

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

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

APPROVED AS TO FORM:

Construction Contractor’s Board License Number \_\_\_\_\_

DBE, if applicable: \_\_\_\_\_

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

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

\_\_\_\_\_ n/a \_\_\_\_\_

M. Sean Kidd, City Attorney

**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 must 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 must 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 must 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 must be two years as outlined in Section 107.15.02 of the *Standard Construction Specifications*. The warranty for all other work must 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 must not be required to indemnify any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee’s negligence and must in all respects perform said contract according to law.

b) All material suppliers and all persons who must supply such laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, must 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 must 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, must 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 must 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 must, 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 must pay all other just debts, dues, and demands incurred in the performance of the said contract; and must 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 must 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, must 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
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

**RETAINAGE ELECTION**

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

Oregon law allows specific alternatives for the holding and accounting of retainage at Contractor’s election. If the City incurs additional costs as a result of Contractor’s election, the City may recover such costs from Contractor, ORS 279C.560(3). Failure to execute and submit this form prior to execution of the contract agreement will result in the automatic selection of the first option. **Contractor must select one of the following options in providing for retainage for this project ONLY if the bid exceeds \$500,000.**

**1. Interest-bearing escrow account.**

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

Contractor must execute documentation and instructions to establish the interest-bearing escrow account prior to contract execution. Interest earned on the account shall accrue to Contractor. Amounts retained and interest earned will be included in the final payment and may be offset by costs incurred. Contractor shall receive interest from the date Contractor’s related payment request is fully approved by the City until the date the retained moneys are paid by the City to Contractor. Retainage is deemed to be paid when the payment is transmitted to Contractor.

**2. Deposit of bonds, securities, and other instruments.**

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

Name of Lending Institution: \_\_\_\_\_

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

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

**3. Deposit of a retainage surety bond.**

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

Name of Surety/Lending Institution: \_\_\_\_\_

Therefore, by signing this retainage election the Bidder does hereby certify and confirm that as the general contractor for this City of Albany project, it has elected the above retainage option which satisfies the intent of the above-referenced legislation.

CONTRACTOR: \_\_\_\_\_ Project # ST-23-03

TITLE/SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIAL PROVISIONS

### SECTION I: GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

#### I-1. DESCRIPTION OF WORK

This project includes approximately 8,500 linear feet of 2-inch asphalt grind and inlay, curb ramp replacements, traffic signal modifications, striping and signing, minor utility adjustments and related appurtenances.

Construction must 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 <https://www.albanyoregon.gov/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 must reflect these specifications.

#### I-3. AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based on 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 bid 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 bids 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. Contractor shall include opportunities for DBE Contractors. The State of Oregon maintains a certified DBE list at [COBID Certification Management System \(diversitysoftware.com\)](https://www.cobid.com). 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. Each Party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a contract or record and executed and adopted by a party with the intent to sign, authenticate or accept such contract or record. Any signature hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will 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 and may not be denied legal effect ORS 84.019.

Communicable Diseases. Contractor understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that Contractor could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONTRACTOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and assumes all full responsibility for Contractor's participation.

Conflict of Interest. Contractor will prohibit any employee, governing body, subcontractor, volunteer, or organization from participating in this contract if the person(s) or entity has an actual or potential conflict of interest with regards to the funding provided under this agreement. Contractor must disclose in a timely manner and in writing to the City all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement. Neither Contractor nor Contractor's principals or governing body shall be involved in any current or pending litigation that will be construed as a conflict of interest in the City's sole discretion.

#### **I-4. WORKING HOURS**

Working hours will be either Day Hours or Night Hours, as defined below:

- Day Hours

Day Hours will be from 7:00 a.m. to 6:00 p.m., Monday through Saturday.

The Contractor will not be responsible for any City inspection costs related to work performed during these working hours or any special working hours required in the Contract Documents and the Construction Drawings. Work outside of these days and times may be approved at the sole discretion of the Engineer. The Contractor must provide the Engineer a minimum of 72-hours' advanced notice prior to any Saturday work to allow the City to arrange for project inspection.

With the exception of work items listed under Night Hours, all work must be conducted during Day Hours.

- Night Hours

Night Hours will be from 9:00 p.m. to 7:00 a.m., Monday through Saturday.

The Contractor will not be responsible for any City inspection costs related to work performed during these working hours or any special working hours required in the Contract Documents and the Construction Drawings. Work outside of these days and times may be approved at the sole discretion of the Engineer. The Contractor must provide the Engineer a minimum of 72-hours' advanced notice prior to night work in order for the City to arrange for project inspection.

Night work will be required for pavement reconstruction work at or within 200 feet of all signalized intersections. The intersections may be totally closed to traffic so that pavement reconstruction can be completed within and on both sides of each intersection during night hours. Only one intersection may be closed on any given night. Contractor must prepare detours to route traffic around intersections, and must provide personnel to assist delivery trucks as necessary to access their destinations.

The Contractor may propose night work for additional pavement reconstruction outside the intersection limits. If night work is proposed, a traffic control plan and construction phasing plan shall be submitted to the Engineer for approval.

No work will be allowed on City Holidays as listed below:

New Year's Day: January 1, 2024  
Martin Luther King, Jr. Day: January 15, 2024  
Memorial Day: May 27, 2024  
Juneteenth: June 19, 2024  
Independence Day: July 4, 2024  
Labor Day: September 2, 2024  
Veterans Day: November 11, 2024  
Thanksgiving Day: November 28, 2024  
Day After Thanksgiving: November 29, 2024  
Christmas Day: December 25, 2024

#### **I-5. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES**

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

Once the Notice to Proceed is issued, Contractor must complete the work in 120 calendar days, measured from the day work starts.

Regardless of the actual construction start date, all work specified in the contract documents must be completed, in every respect, by **November 1, 2024**, the ultimate completion date.

**Liquidated damages will be assessed against 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-6. PRECONSTRUCTION CONFERENCE**

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

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

## **I-7. PROJECT SCHEDULE**

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

## **I-8. TEMPORARY TRAFFIC CONTROL**

All temporary traffic control must 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. Contractor must 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.

Contractor must submit a detailed traffic control plan in conformance with the *Standard Construction Specifications* and corresponding with Contractor's construction schedule. Contractor must provide traffic control plans at least one week prior to the preconstruction meeting. The traffic control plan must include a description of the traffic control devices, signing, and flaggers that are to be provided. Contractor must submit and receive approval from Engineer prior to any modifications of the approved plan.

Construction operations must be conducted in a manner that will provide for uninterrupted movement of traffic on all public and private roadways within the construction area during Day Hours. At a minimum, Contractor must maintain one lane of traffic in each direction during Day Hours. Temporary ramps must be installed and maintained at intersections and driveways for the duration of the project. Other than as set forth in Section I-4, at no time shall the flow of traffic be stopped completely without the approval of the Engineer. Approval for short-term, temporary closures or detours, if given, will be limited to a specific instance and will not be approved as standard practice.

Contractor must 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 if Contractor does not limit construction traffic to approved streets. Work will be allowed to resume only after 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 must be corrected by Contractor at no expense to the City.

On streets where parking is normally allowed, Contractor must 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 must be highly visible to motorists from all approaches to the area where parking will be restricted. The signs must be posted at least



two full working days in advance of any construction activity and must state the date and times when parking will be prohibited.

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

All public and private roadways and driveways within the project area must be open to local traffic at all times when no work is taking place. When the progress of the work requires temporary closures of residential driveways, Contractor must provide notice to the affected residential properties 48 hours in advance of the closure. Access to residential driveways must be reestablished as soon as possible.

Contractor must maintain continuous access to commercial and industrial properties except during paving operations. Contractor must 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. Contractor must place and maintain "DRIVEWAY OPEN" signs at commercial driveways to guide customers and deliveries to the appropriate entrances during the work. The signs must be repositioned on a continuous basis as the progress of the work requires. No two adjacent commercial driveways may be closed at the same time unless approved by the Engineer.

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

In the event 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 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 Contractor.

## I-9. NOTIFICATIONS

Contractor must provide written notice to the front office of the following agencies, at least three working days in advance of beginning construction. The written notice must include the construction schedule and must 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 Second Avenue SW, Albany, OR 97321	541-926-8829
Albany Transit System	112 Tenth 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 Seventh 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

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

Contractor must 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 must explain the extent and duration of the disruption of traffic and/or blocked access and must include alternate routes or parking areas as appropriate.

There are approximately 50 businesses or business complexes to notify. There are approximately 10 apartment complexes, mobile home parks, assisted living facilities, or similar to notify. There are approximately 25 residential homes to notify.

## I-10. OREGON DEPARTMENT OF TRANSPORTATION (ODOT) ROADWAY

No work shall be done in the ODOT roadway. Portions of grind and inlay work will impact traffic signal detector loops for the ODOT signals at Geary Street/9th Avenue and Geary Street/Pacific Blvd. Contractor must give ODOT 2-weeks advance notice prior to any work that will impact these detector loops.

Contact information can be found below:

William “Billy” Kelso  
Region 2 Electrical  
1100 Goldfish Farm Rd SE  
Albany, OR 97322  
[William.J.Kelso@odot.oregon.gov](mailto:William.J.Kelso@odot.oregon.gov)  
Cell: 503-602-2897

### **I-11. LOCATION OF UNDERGROUND UTILITIES**

Contractor must determine the horizontal and vertical alignment of existing public and private utilities well enough in advance to make adjustments to the work. Special care must 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-12. FRANCHISE UTILITY COORDINATION**

The City has notified affected franchise utility companies of this project. Franchise utilities include Pacific Power, NW Natural, CenturyLink, Comcast, LS Networks, Ziplly Fiber, and Eagle Point Fiber. No conflicts with franchise utilities are anticipated.

Franchise Utility contacts for this project are provided below:

<b><u>Utility</u></b>	<b><u>Contact</u></b>	<b><u>Telephone</u></b>	<b><u>Email</u></b>
Pacific Power	Eddie Steiner	541-967-6146	<a href="mailto:eddie.steiner@pacificorp.com">eddie.steiner@pacificorp.com</a>
NW Natural	Darrell Hammond	503-610-7746	<a href="mailto:darrel.hammond@nwnatural.com">darrel.hammond@nwnatural.com</a>
CenturyLink	Travis Vaughn	503-365-5555	<a href="mailto:travis.vaughn@lumin.com">travis.vaughn@lumin.com</a>
Comcast	Mike Allen	541-230-0219	<a href="mailto:michael_allen@comcast.com">michael_allen@comcast.com</a>
LS Networks	Dan McGraw	503-349-9134	<a href="mailto:osp@LSNetworks.net">osp@LSNetworks.net</a>
Ziplly Fiber	James Advick	503-936-2021	n/a
Eagle Point Fiber	Joshua	503-210-5550	<a href="mailto:eaglepointfiber@protonmail.com">eaglepointfiber@protonmail.com</a>

### **I-13. REPAIR OF EXISTING UNDERGROUND UTILITIES**

City-owned, underground infrastructure damaged during construction must 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 must be replaced with like materials and solid-sleeve couplings. Where like materials are not available, the existing pipe must be replaced with ASTM 3034 PVC pipe and solid-sleeve transition couplings.
2. Existing storm drainage pipe that is damaged must be replaced with like materials and mechanical-type couplings. Where like materials are not available, storm drainage pipe must be replaced with Class III concrete pipe or ASTM 3034 PVC pipe with appropriate mechanical-type couplings.

### **I-14. EXCAVATION AND BACKFILL REQUIREMENTS**

All excavations must 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 must be covered with secured, steel sheets at the end of work each day. All other excavations must be backfilled.

Select backfill must 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, 333 Broadalbin Street SW, 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, 300 Fourth Avenue SW, Albany, Oregon.

#### **I-15. DIGITAL PROJECT FILES**

If requested by 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 Contractor to sign a City-provided release document acknowledging that the files are to be used at Contractor’s own risk.

#### **I-16. PROTECTION OF EXISTING TREES**

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

If 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”.

#### **I-17. SIDEWALK EASEMENT**

The City is in the process of obtaining sidewalk easements for the new curb ramps shown on the Construction Drawings to be constructed at the traffic signal on 14th Avenue at the entrance to the Heritage Mall and Heritage Plaza shopping centers. The Contractor must not begin work on these curb ramps until authorized by the Engineer.

## SECTION II: STATE AND FEDERAL CONTRACTING LAW

### II-1. PREVAILING WAGES

Contractor must comply with all of 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.

Each worker in each trade or occupation employed in the performance of this contract either by 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-23-03, Fourteenth Avenue, Clay Street, and Geary Street Grind and Inlay 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 rates and amendments that are available by calling 971-353-6822 or online at the BOLI website at:

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

The publication that applies to this contract is the January 5, 2024, Prevailing Wage Rates for Public Works Contracts in Oregon.

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 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 <https://www.oregon.gov/boli/employers/Documents/public-works-bond.doc>.

### 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, service-disabled veteran, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

If the contract is awarded on the basis of Contractor's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women Business Enterprise (MWBE), Service-disabled Veteran, and Emerging Small Business (ESB) certification, 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. PAY EQUITY COMPLIANCE AND TRAINING CERTIFICATION**

Pay Equity Compliance. As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Contracts valued at \$500,000 with employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before being awarded a contract. Contractor must certify they have taken the required Pay Equity Training and provide a certificate to the City.

Free training is available through the state of Oregon's Department of Administrative Services. Details are available at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

## **II-6. LICENSE REQUIRED FOR ASBESTOS ABATEMENT PROJECT**

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

## **II-7. CONSTRUCTION AND DEMOLITION DEBRIS/YARD WASTE MATERIALS – ORS 279C.510**

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-8. 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, or local agency, regarding the prevention of environmental pollution and preservation of natural resources.

## **II-9. PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING – ORS 279C.505**

Contractor shall:

1. Make payment promptly, as due, to all persons supplying to 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 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-10. 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 Contractor fails, neglects, or refuses to pay promptly a person's claim for labor or services that the person provides to 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 Contractor by reason of this contract.
2. If 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, 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 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-11. CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS – ORS 279C.580(3)(4)**

Contractor is required to include in each subcontract for property or services 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 Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the City pays to Contractor under this contract.
2. A clause that requires Contractor to provide a first-tier subcontractor with a standard form 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 Contractor.
3. A clause that requires 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. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor:
  - a. Notifies the subcontractor in writing at least 45 days before the date on which 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 Contractor, if 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 Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1.) above. Contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason Contractor or first-tier subcontractor did not make payment when payment was due is that 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 must be included in each of 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 subcontractor's 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-12. CONDITION CONCERNING HOURS OF LABOR – ORS 279C.520**

Any worker employed by 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 must 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 the employees may be required to work.

Contractor must comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and a failure to comply is a breach entitling 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-13. TIME LIMITATION ON CLAIM FOR OVERTIME – ORS 279C.545**

Any worker employed by 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 Contractor within 90 days from the completion of the contract, providing 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-14. 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 Contractor, of all sums Contractor agrees to pay for the services and all moneys and sums 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 must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure 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.

In the event 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 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 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 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 – Overexcavation and Foundation Stabilization:**

See *Standard Construction Specifications*, Section 204.

This item is for overexcavation and foundation stabilization of the existing roadway where determined necessary by the Engineer.

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

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

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

### **Item No. 5 – 2-Inch Thick Cold Plane Pavement Removal:**

This item provides for grinding existing asphalt pavement as shown on the Construction Drawings. The actual limits and locations of the cold plane pavement removal will be determined in the field by the Engineer. Existing paving fabric must be completely removed and is incidental to this item.

All adjacent concrete work and asphalt trench patching must be completed prior to the start of cold plane pavement removal.

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

**Item No. 6 – Emulsified Asphalt Tack Coat:**

Emulsified asphalt used for tack coat must 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 must be added as recommended by the asphalt supplier.

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

Tack coat must 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 must 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 must include a tachometer, pressure gauges, accurate volume measuring devices and a thermometer for measuring the temperature of tank contents. Distributor equipment must 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 must be set for triple lap coverage. Tack coat applications must be uniform both transversely and longitudinally. Applications that are streaked will not be allowed. The tack coat must not be applied during wet weather or when the temperature is below 40°F and must be applied in advance of paving operations as is appropriate to maintain a tacky, sticky condition of the asphalt. Asphalt concrete must not be placed on the tack coat until the emulsified asphalt has separated from the water.

Tack coat must 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 will 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. 7 – 2-Inch Thick 3/8-Inch Warm Mix Asphalt Concrete (WMAC):**

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

The wearing course grind and inlay must be placed in one 2-inch lift. Contractor must place the wearing course of asphalt the entire width of the street, including side street intersections where shown on plans, on the same day. The use of multiple independently operated paving machines may be required to meet this requirement. Tack coat must be placed prior to paving. Contractor must 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 must 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 00744 – 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 content less than 25 percent.

PG 64-22: Reclaimed asphalt binder content 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. 8 – Pavement Base Reconstruction 1/2-Inch Warm Mix Asphalt Concrete:**

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

Tack coat shall be placed prior to paving when required. 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, 1/2-inch warm-mix asphalt concrete. A mix design approved within the previous 12 months may be submitted. Temperature-viscosity curves shall be provided for each mixture. The mix design shall include recommended temperature ranges for mixing and placement, shall be signed by a Certified Mixture Design Technician, shall be prepared according to the appropriate sections of the *Oregon Standard Specifications for Construction*.

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

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

PG 58-28: Reclaimed asphalt binder content 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. 9 – Remove Concrete Surfacing:**

See *Standard Construction Specifications*, Section 306.

Sawcutting existing concrete as required is incidental to 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. 10 – Remove and Replace Standard Curb & Gutter:**

See *Standard Construction Specifications*, Section 306.

Concrete used for this work must have a three-day compressive strength of 4,000 psi. Sawcutting and removal of existing concrete is incidental to this bid item.

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

**Item No. 11 – Remove and Replace Straight Curb:**

See *Standard Construction Specifications*, Section 306.

Concrete used for this work must have a three-day compressive strength of 4,000 psi. Sawcutting and removal of existing concrete, and preparation of aggregate base is incidental to this bid item.

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

**Item No. 12 – Remove and Replace 4-Inch PCC Sidewalk:**

See *Standard Construction Specifications*, Section 306.

Sawcutting and removal of existing concrete is incidental to this bid item. Where necessary, adjustment of signal junction boxes or water meter boxes to grade is incidental to 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. 13 – Remove and Replace 6-Inch PCC Sidewalk:**

See *Standard Construction Specifications*, Section 306.

Sawcutting and removal of existing concrete is incidental to this bid item. Where necessary, adjustment of signal junction boxes or water meter boxes to grade is incidental to 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. 14 – Detectable Warning Surface:**

See *Standard Construction Specifications*, Section 306.

Detectable Warning Surfaces shall be placed as shown on Construction Drawings and in the applicable Standard Drawings. Detectable Warning Surfaces shall be surface applied and safety yellow in color.

Products shall be as listed below, or approved equal:

<u>Manufacturer</u>	<u>Product</u>	<u>Color</u>
ADA Solutions	Surface Applied	Yellow (33538)
Armor-Tile	Surface Applied Tiles	Federal Yellow (33538)
Access Tile	Surface Applied Tiles	Federal Yellow (33538)

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.

**Items No. 15 to 23 – Thermoplastic Pavement Markings:**

See *Standard Construction Specifications*, Section 304.

These items include all work to furnish and install pavement markings. Lane line markings must 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 must be PreMark as manufactured by Flint Trading, Inc., or approved equal. All pavement markings must 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*.

Raised Reflectorized Pavement Markers shall be installed where indicated on the Construction Drawings and as directed by the Engineer. The raised reflectorized pavement markers and adhesive must conform to the requirements of the *Oregon Standard Specifications for Construction* and must be installed in accordance with the manufacturer’s recommendations, and in accordance with the *Manual on Uniform Traffic Control Devices*. Installation of raised reflectorized pavement markers, where required, will be incidental to this bid item.

<u>Item Number/Description</u>	<u>Pay Unit</u>
15. 4-Inch Yellow Non-Profiled Thermoplastic Stripe	Linear foot
16. 12-Inch Yellow Non-Profiled Thermoplastic Stripe	Linear foot
17. 4-Inch White Non-Profiled Thermoplastic Stripe	Linear foot
18. 8-Inch White Non-Profiled Thermoplastic Stripe	Linear foot
19. 12-Inch White Non-Profiled Thermoplastic Bar	Linear foot
20. 24-Inch White Non-Profiled Thermoplastic Bar	Linear foot
21. Thermoplastic Bicycle Lane Legend	Each
22. Thermoplastic Arrow Legend	Each
23. Thermoplastic Green Bike Lane Extension	Square foot

Payment for these bid items will be on a linear-foot-applied, square-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.

**Item No. 24 – Remove Existing Striping:**

This bid item includes removal of existing striping by microgrinding at pavement and striping transitions, and as directed by the Engineer. There are approximately 200 feet of stripe removal and two turn arrow legends to be removed.

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. 25 – Install New Street Sign:**

See the Construction Drawings and Standard Drawing No. 208.

This bid item includes provision and installation of new street signs shown on the plans or as directed by the Engineer.

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. 26 – Relocate Existing Street Sign:**

See the Construction Drawings and Standard Drawing No. 208.

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 must be removed.

If existing signs are damaged, they must be replaced with new compliant signs of the same type and size.

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. 27 and 28 – Replace 10-Inch and 12-Inch PVC Storm Drain Pipe:**

See *Standard Construction Specifications*, Section 401.

Removal of existing storm drain pipe is incidental to this 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 – Adjustment of Manhole Rim to Grade:**

See *Standard Construction Specifications*, Section 402.

This item provides for post-construction adjustment of manholes to finish grade when determined necessary by the Engineer after paving is completed per Standard Drawing No. 409 using circular sawcutting. Diamond cutting will not be allowed. Removal and replacement of the frame and cover is included in this item.

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

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. 30 – Adjust Water Fixtures to Grade:**

See *Standard Construction Specifications*, Section 402.

This item provides for adjusting water valve boxes to match the finished street grade. Where the existing valve box is damaged, cannot be reused or is not up to current specifications, valve box shall be replaced at Contractor's expense.

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.

**Items No. 31 – Modify and Restore Geary Street and Santiam Road Traffic Signal:**

See the Construction Drawings and Appendix A – Traffic Signal Technical Specifications.

This item includes all work related to modifying the traffic signal at Geary Street and Santiam Road, including replacing pedestrian signal heads, push button equipment, and detection loops as shown on the Construction Drawings. Detection loops must be restored no later than two weeks after paving. Following installation, Contractor must arrange for and coordinate with ODOT signal maintenance staff for testing and inspection of the work.

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

**Items No. 32 – Modify and Restore Geary Street and 14th Avenue Traffic Signal:**

See the Construction Drawings and Appendix A – Traffic Signal Technical Specifications.

This item includes all work related to modifying the traffic signal at Geary Street and 14th Avenue, including replacing pedestrian signal heads, push button equipment, and detection loops as shown on the Construction Drawings. Detection loops must be restored no later than two weeks after paving. Following installation, Contractor must arrange for and coordinate with ODOT signal maintenance staff for testing and inspection of the work.

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

**Items No. 33 – Modify and Restore 14th Avenue and Shopping Center Entrance Signal:**

See the Construction Drawings and Appendix A – Traffic Signal Technical Specifications.

This item includes all work related to modifying the traffic signal on 14th Avenue at the entrance to the Heritage Mall and Heritage Plaza shopping centers (Shopping Centers Entrance), including replacing pedestrian signal heads, push button equipment, and detection loops as shown on the Construction Drawings. Detection loops must be restored no later than two weeks after paving. Following installation, Contractor must arrange for and coordinate with ODOT signal maintenance staff for testing and inspection of the work.

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

**Items No. 34 – Modify and Restore 14th Avenue and Clay Street Traffic Signal:**

See the Construction Drawings and Appendix A – Traffic Signal Technical Specifications.

This item includes all work related to modifying the traffic signal at 14th Avenue and Clay Street, including replacing pedestrian signal heads, push button equipment, and detection loops as shown on the Construction Drawings. Detection loops must be restored no later than two weeks after paving. Following installation, Contractor must arrange for and coordinate with ODOT signal maintenance staff for testing and inspection of the work.

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

**Items No. 35 – Restore Traffic Signal Detection Loops:**

See the Construction Drawings and Appendix A – Traffic Signal Technical Specifications.

Portions of grind and inlay work will impact traffic signal detection loops. This item includes all work related to replacing detection loops for the following four intersections:

- Geary Street and Pacific Boulevard
- Geary Street and 9th Avenue
- Geary Street and Queen Avenue
- Clay Street and Santiam Highway (US-20)

Only loops impacted by the grind and inlay work will need to be replaced. Detection loops must be restored no later than two weeks after paving. Following installation, Contractor must arrange for and coordinate with ODOT signal maintenance staff for testing and inspection of the work.

For the ODOT traffic signals at Geary Street/9th Avenue and Geary Street/Pacific Boulevard, Contractor must give ODOT 2-weeks advance notice prior to any work that will impact these detector loops. Contact information can be found in Special Provisions Section I-10 of this contract document.

The traffic signal at Queen Avenue and Geary Street is equipped with a third-party red light enforcement camera system operated by Verra Mobility (Redflex). Contractor shall coordinate with Verra Mobility (Redflex) (Chris Renzi, 915-727-1990) to allow Verra Mobility (Redflex) to restore their detection loops. Contractor must give Verra Mobility (Redflex) 2-weeks advance notice prior to any work that will impact these detection loops. Replacement of Verra Mobility (Redflex) detection loops will be performed by others.

Replacement of detection loops for traffic signals at the following intersections is included with Items No. 28-31, and is not included in this item.

- Geary Street and Santiam Road
- Geary Street and 14th Avenue
- 14th Avenue and Shopping Centers Entrance
- 14th Avenue and Clay Street

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. 36 – Tree Removal:**

See Special Provisions and Construction Drawings.

This item provides for the removal of trees as shown on the Construction Drawings. Tree stumps must be removed or ground to a minimum of 12 inches below finish grade.

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. 37 – Landscape Restoration:**

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

This item provides for restoration of landscape areas as shown on the Construction Drawings and as directed by the Engineer. Areas with existing soil must be prepared with two to three inches of ODOT-approved medium-coarse compost. Areas requiring fill to meet specified grades must be prepared with additional topsoil prior to placing compost. All topsoil must be lightly compacted to prevent settling.

Seeding must be applied to all disturbed areas unless otherwise directed by the Engineer. Seeding must be raked into the top inch of the compost. 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

Areas with existing bark mulch must be restored with four inches of medium grade fir/hemlock bark mulch on top of new and existing topsoil. The existing ground surface must be cleared of weeds and other unwanted vegetation prior to placement of bark mulch.

Unless specifically called out for removal in these Specifications or the Construction Drawings, any trees, shrubs, bushes,

or plants destroyed by construction activities must be replaced with new trees, shrubs, bushes, and plants obtained from a reputable nursery. New trees must be of the same species with a minimum height of six feet. New shrubs, bushes, and plants must be of the same species as those removed. The original trees, shrubs, bushes, and plants must not be replanted.

Contractor must anticipate that a portion of the existing landscaping has private irrigation installed in it. The City does not know the extent of the area that has irrigation or the layout of any of the irrigation systems. Contractor must make repairs to irrigation lines and sprinklers that are damaged as a result of construction with like materials.

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



**LIST OF APPENDICES**

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

**APPENDIX A – Traffic Signal Technical Specifications**