#### **CONTRACT AND BOND DOCUMENTS**

### PUBLIC WORKS DEPARTMENT CITY OF WOODBURN, OREGON



#### **FIRST STREET SANITARY SEWER BYPASS PROJECT**

BID NUMBER:	2024-03
PROJECT NUMBER:	2021-005-28
BID OPENING DATE:	January 30, 2024
BID OPENING TIME:	2:00 PM
COMPLETION DATE	June 30, 2024

BID No: 2024-03

# FIRST STREET SANITARY SEWER BYPASS PROJECT

# BID DOCUMENTS DECEMBER 2024

## These Documents are the Property of the City of Woodburn

190 Garfield Street Woodburn, OR 97071 (503) 982-5240

## CONTRACT AND BONDS FOR THE

#### FIRST STREET SANITARY SEWER BYPASS PROJECT

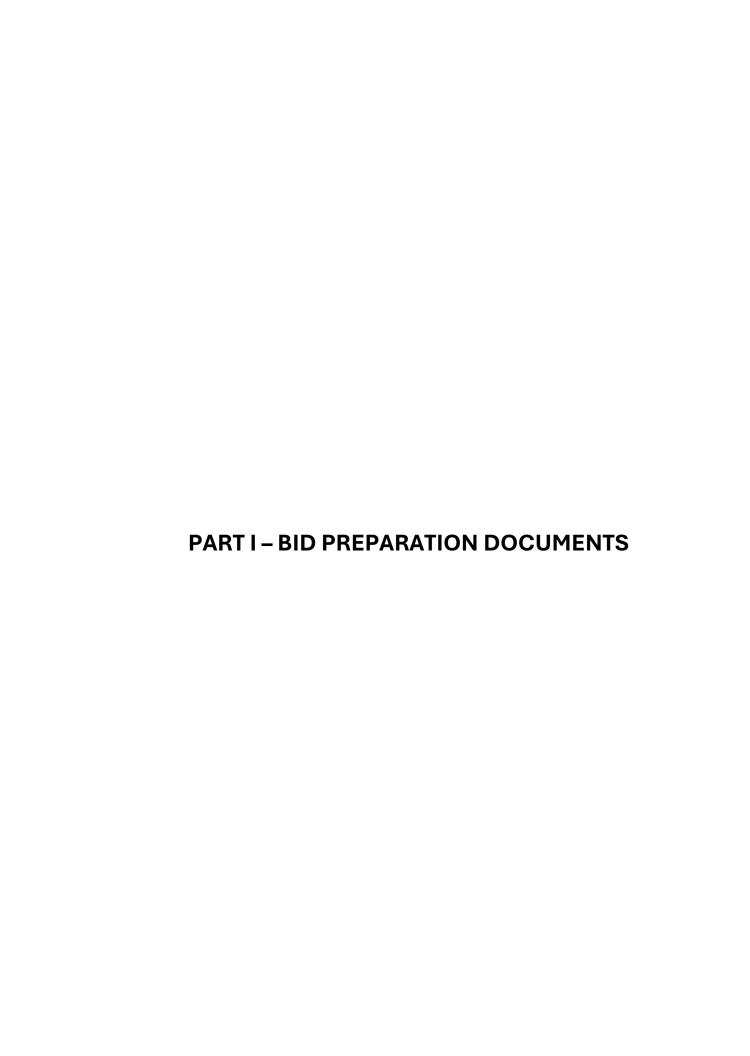
PROJECT No. 2021-005-28 BID NO. 2024-03

# CITY OF WOODBURN PUBLIC WORKS DEPARTMENT WOODBURN, OREGON

#### Mayor & City Council

- <b>J</b> ,	,
Frank Lonergan	Mayor
Lilia Brizuela	Ward 1
Mark Wilk	Ward 2
Jen Cantu	Ward 3
Sharon Schaub	Ward 4
Mary Beth Cornwell	Ward 5
Alma Grijalva	Ward 6

BID No: 2024-03 DECEMBER 2024



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#### **INVITATION TO BID**

#### FIRST STREET SANITARY SEWER BYPASS PROJECT PROJECT No. 2021-005-28 BID No. 2024-03

Sealed bids for the construction of the First Street Sanitary Sewer Bypass Project will be received by the City of Woodburn at 190 Garfield Street until **2:00 PM**, **Thursday**, **January 30**, **2025**, and will thereafter be publicly opened and read.

Proposals shall be addressed to the Public Works Director, City of Woodburn, and 190 Garfield St., Woodburn, OR 97071. Bids shall be submitted in a plain sealed envelope bearing the Bidder's name, the name of the project, the date and time of the Bid opening, and shall be marked "Bid No. 2024-03".

The major items of work and estimated quantities as follows:

- 1. Install four (4) new 48" manholes;
- 2. Construct 1,111 LF of ASTM F679 sanitary sewer pipe;
- 3. Construct nine (9) new ADA ramps; and
- 4. Perform paving operations, 458 tons of Level 2 1/2" ACP.

Plans and specifications may be examined at the Public Works – Engineering building, located at 190 Garfield Street, Woodburn, OR on or after **December 30, 2024.** Electronic plan sets are available on the Engineering Division's website at: <a href="http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps">http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps</a>.

Bidders must be pre-qualified; see the Special Provisions for details.

No bid for a construction contract shall be received or considered unless the bidder is registered with the Construction Contractors Board (CCB). The Contractor and every Subcontractor must have a Public Works Bond filed with the CCB before starting work on the project.

Bidders on this project need not be licensed for asbestos handling pursuant to ORS 468A.720. Each bidder must indicate on the bid form whether they are a resident or nonresident bidder as defined in ORS 279A.120 (b).

All proposals shall be made on the forms provided and accompanied by a Bid Bond, in an amount equal to ten percent (10%) of the total bid. The form of the bid bond shall be either the Surety's standard form or the AIA form.

Pursuant to ORS 279C.370, bidders on public works projects with an estimated value of \$100,000 or more are required to disclose, two-hours after bid opening, the bidders first-tier subcontractors. The

bidder shall provide the required information on the First-Tier Subcontractor Disclosure Form, provided in the contract documents.

Addenda and clarifications will be posted on the City's Engineering Division website and delivered to Plan Holders via e-mail. Potential Bidders should check the website on a daily basis until the Bid Opening date. The website address to check for updates is: <a href="http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps">http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps</a>. Addenda must be signed and submitted with the Bid Proposal to be considered responsive.

Contract award is expected to be made by the City Council on <u>Monday</u>, <u>February 10</u>, <u>2025</u>. The City of Woodburn reserves the right to reject any bids not in compliance with prescribed bidding requirements and may reject all bids upon a finding of the City that it is in the public interest to do so. The three (3) lowest bidders may not withdraw or modify his bid prior to the lapse of 35-days after the bid opening.

All project work shall be completed by June 30, 2025.

Heather Pierson

City Recorder

City of Woodburn, OR 97071

#### **INSTRUCTIONS TO BIDDERS**

#### FIRST STREET SANITARY SEWER BYPASS PROJECT PROJECT No. 2021-005-28 BID No. 2024-03

#### 1. GENERAL:

- A. SPECIFICATIONS The Specifications that are applicable to the Work on this Project are the "Oregon Standard Specifications for Construction 2021", and as modified by the Special Provisions.
- B. This is a formal procurement. Electronic bids will not be accepted.
- C. Bidding requirements and obligations shall comply and conform to Part 00100 General Conditions of the Standard Specifications, as modified by the Special Provisions and herein.

#### 2. OBTAINING CONTRACT DOCUMENTS:

A. Copies of the Contract Documents are available on the City's Engineering Division website, and on file at:

City Hall Annex 190 Garfield Street Woodburn, OR 97071

B. Questions should be directed to the Project Manager at:

Cole Grube, Project Engineer

Phone: 503.982.5241

Email: <a href="mailto:cole.grube@ci.woodburn.or.us">cole.grube@ci.woodburn.or.us</a>

- C. Bidder is responsible for completing and returning all required bid forms.
- D. An electronic copy of the "Plan Holders List" is provided on the Agency website and will be periodically updated. Contractors, suppliers, and others wishing to be added to this list should contact the City's Project Engineer.
- E. Addenda, clarifications, etc. will be posted on the Agency website and are the responsibility of the Contractor to download before submission of bids. Contractor shall sign and submit all addenda with their offer.

#### 3. PROJECT FINANCING:

- A. This project is financed and paid for by the City of Woodburn.
- B. The Engineer's estimated range for the construction cost of this Project is between \$850,000 and \$1,050,000.

C. This project is subject to the prevailing wages rates under the Oregon Prevailing Wages Law (BOLI). Current prevailing wage rates are available at the following website: <a href="https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx">https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx</a>

#### 4. CONSTRUCTION AGREEMENT

A. The construction contract between Owner and Contractor shall be on the form provided by The City of Woodburn. A sample agreement is included in these documents.

#### 5. PREBID CONFERENCE:

A. No pre-bid conference is scheduled for this Project. Those not familiar with the project site are encouraged to visit the area on their own.

#### 6. AWARD OF THE CONTRACT:

A. Award of the contract will be based on the lowest offer by a responsible Bidder, in accordance with Section 00130 of the Specifications, as modified by the Special Provisions.

#### 7. SPECIAL CONCERNS:

- A. Provide access to first responders, businesses, schools, and residents at all times.
- B. Services such as delivery, waste management, and mail shall be available at all times throughout construction activities.
- C. The value of the Maintenance/Warranty Bond shall be equivalent to 10% of the final construction cost. See Special Provision Section 00170 for details.

#### 8. TIME OF COMPLETION:

A. All project work shall be completed by June 30, 2025.



#### **PROPOSAL FORM**

## FIRST STREET SANITARY SEWER BYPASS PROJECT PROJECT No. 2021-005-28 BID No. 2024-03

Honorable Mayor and City Council City Hall Woodburn, Oregon 97071

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, which it is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description 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 this Proposal is made according to the provisions and the terms of the Contract Documents, which Documents are herein attached and are hereby made a part of this Proposal.

The Bidder further agrees to complete construction of all work in all respects in accordance with the Special Provisions incorporated herein.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit set under Specifications of this document or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City of Woodburn, Oregon, using the rate formula outlined in the Special Provisions, and not less than \$150.00 per day, until the work shall have been finished, as provided by the Contract Documents.

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

The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

It is declared that the Bidder will comply with all provisions of ORS 279C.840. The workmen on the project will be paid Oregon Prevailing Wage Rates (also called "PWR").

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or

(In Words):					
(In Numbers): \$					
deposited herewith according to the conditions of the Advertisement for Bids and Information to Bidders, shall be retained by the City of Woodburn, Oregon, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the City of Woodburn will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.					
If Bidder is awarded a construction of Performance Bond will be:	contract from this pro	oposal, the suret	y who will provide the		
			whose address is:		
,,		,			
Street	City	State	Zip		
Agents Name:					
Phone No.					
The point of contact and address for all communications concerned with this Proposal and where the Contract shall be sent is:					
Contractor:			doing business at:		
Street	, City	, <sub>_</sub> State	 Zip		
Sueet	Oity	State	Σιρ		

refuse to execute the Contract and furnish the specified Performance Bond within ten (10) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the bid security

in the sum of:

ITC N 4	FIRST STREET SANITARY I		1	LINUT	TOTAL DDIOS
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization (00210)	LS	1	\$	\$
2	Temporary Protection and Direction of Traffic (00225)	LS	1	\$	\$
3	Erosion Control (00280)	LS	1	\$	\$
4	General Excavation (00330)	CY	18	\$	\$
5	Subgrade Stabilization (00331)	CY	50	\$	\$
6	Pavement Overlay Geotextile (00350)	SY	3140	\$	\$
7	18 Inch PVC F679 Sanitary Sewer Pipe, 15 foot depth (00445)	LF	1111	\$	\$
8	Concrete Manhole, 48 Inch (00470)	EA	4	\$	\$
9	Connection to Existing Structures (00490)	EA	2	\$	\$
10	Cold Plane Pavement Removal, 0-2" (00620)	SY	3140	\$	\$
11	Aggregate Base (00641)	TN	25	\$	\$
12	Level 2, ½ Inch Dense ACP (00744)	TN	458	\$	\$
13	Concrete Curb, Type A (00759)	LF	118	\$	\$
14	Concrete Curb, Type C (00759)	LF	67	\$	\$
15	Monolithic Concrete Curb and Sidewalk (00759)	SF	845	\$	\$
16	Truncated Domes on New Surfaces (00759)	SF	90	\$	\$
17	Extra for New Curb Ramps (00759)	EA	9	\$	\$
18	Pavement Bar, Type B-HS: Continental Crosswalk (00867)	SF	234	\$	\$
19	Remove and Reinstall Existing Signs (00900)	LS	1	\$	\$
20	Crosswalk Closed Supports (00930)	EA	2	\$	\$
21	Perforated Steel Square Tube Anchor Sign Supports (00930)	LS	1	\$	\$
22	Signs, Standard Sheeting, Extruded Aluminum (00940)	SF	26	\$	\$

The names of the princ partnership, or of all pe	•	•	•	
(If Sole Proprie	etor or Partnership)			
In witness hereto the u	ndersigned has set h	nis (its) hand this_	day of	, 20
Signatu	re of Bidder		Title (If Corporation)	
In witness whereof the	undersigned corpor	ation has caused	this instrument to be	executed and its
seal affixed by its duly a	authorized officer thi	is day of	, 2	
Name of Corp:				
Title:	_			
Email:				
		Attest:		
			Secretary	
"Bidder will co (Initial)	omply with the provi	sions of Oregon R	evised Statutes (ORS)	279C.840".
		Attest:		
			Bidder	

#### FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME:	FIRST STREET SANITARY SEWER BYPASS 2021-005-28		
PROJECT No.:			
BID OPENING DATE:	January 30, 2025 at 2:00 P.M.		
NAME OF BIDDING CONTRACTOR:			
	BE USING ANY FIRST-TIER SUBCONTRACTORS OR ARE		
NOT SUBJECT TO THE DISCLOSURE RE	EQUIREMENTS (SEE ORS 279C.370)		
Firm Name	Dollar Amount		
Category of Work	\$		
	Ť		
Firm Name	Dollar Amount		
Category of Work	\$		
	•		
Firm Name	Dollar Amount		
Category of Work			
	\$		
Firm Name	Dollar Amount		
Category of Work	\$		

(Attach additional sheets as necessary)

#### **CERTIFICATION PAGE**

Each Bidder must read and comply with the following Sections. Failure to do so may result in bid/proposal (offer) rejection.

#### **RESIDENCY INFORMATION**

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall: (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120 (1) (b)].

Check one: Bidder is a RESIDENT bidder NON-RESIDENT bidder.

#### **CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS**

By my signature in Form of Proposal, Ihereby attest or affirm under penalty of perjury that Iam authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225.

#### CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

#### **VERIFICATION OF RESPONSIBILITY**

The City reserves the right, pursuant to ORS 279C.375 and OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest bidder's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible bidder may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. An unsatisfactory record of integrity may include previous violations of state environmental laws or a false certifications made to any Public Agency. The Contractor is to be qualified legally to contract with the City of Woodburn. Failure to promptly provide any requested information may result in bid/proposal rejection.

The City may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility, as required under ORS 279C.375 and OAR 137-049-0390, may render the offeror non-responsible and shall constitute grounds for offer rejection.

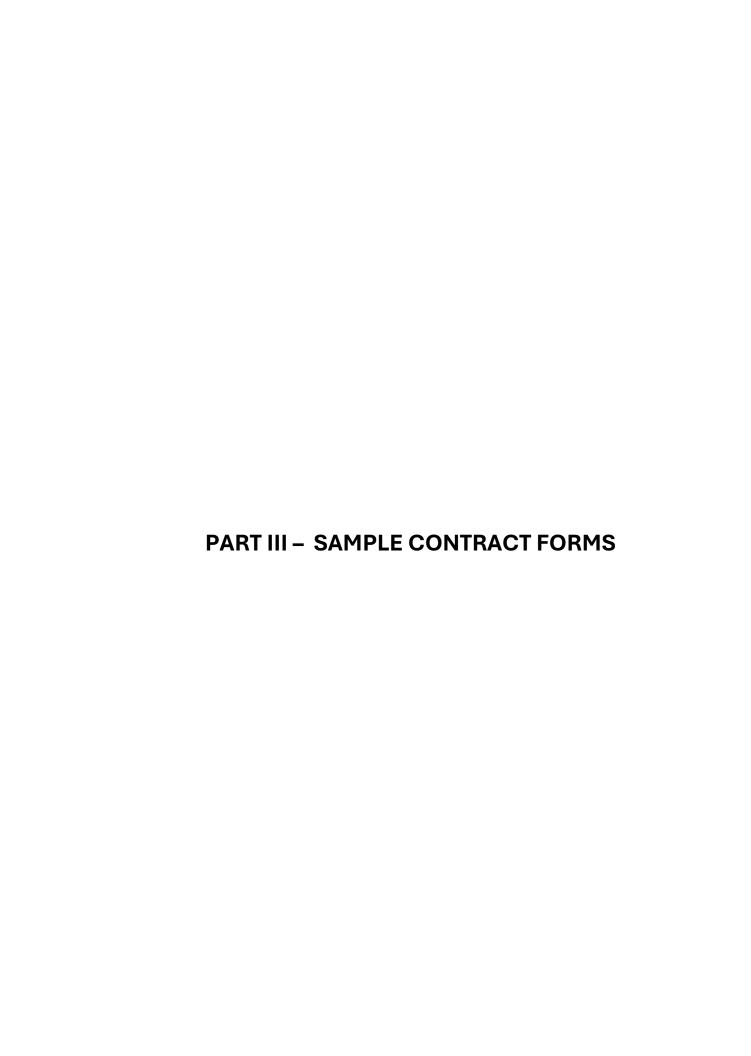
#### **DRUG TESTING POLICY CERTIFICATION**

#### DRUG-TESTING POLICY CERTIFICATION:

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in the matter, and to the best of my knowledge the Contractor has a drug-testing program in place which applies to all employees. Contractor shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract. [ORS 279C.505J

#### **BID SUBMITTAL CHECKLIST**

Items that shall be submitted with the Bidder's p	oroposal:
Proposal Form	
Signed Addenda, if any	
Bid Bond, on either Surety's standard	form or the AIA form
First Tier Subcontractor Disclosure F	orm
Certification Page	





#### **CONSTRUCTION AGREEMENT**

THIS AGREEMENT, made this_	day of	, 20 <b>25</b> ,	by and	betweer
	hereinafter called "CONTRACTOR"	and the CITY	OF WOO	DBURN
an Oregon Municipal Corporatio	n, hereinafter called "City" or "Owne	er".		

The Contractor, for the consideration hereinafter named, does hereby agree to furnish all materials, equipment, labor and necessary implements for the construction of **FIRST STREET SANITARY SEWER BYPASS PROJECT** and doing such other work as is necessary to make an appropriate and complete improvement.

All of said work shall be done according to the terms, conditions, and requirements of the Contract Documents including the: Advertisement of Bids, Contractor's signed Proposal, information to bidders, special specifications, general conditions, standard specifications, general specifications, and plans and Addendum Nos. (#) for said improvement, which Contract Documents by this reference are made a part of this agreement.

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

Payments shall be made as provided in the Contract Documents. The contract amount, as approved by the Council on **February 10, 2025**, and agreed by the Contractor, is **\$X,XXX**.

The City will pay the required fee to the Bureau of Labor and Industries equal to one-tenth of one percent (0.1 percent) of the price of this contract, minimum fee in the amount of \$250.00 and maximum fee of \$7,500.00.

The Contractor will pay the prevailing wage rates in accordance with ORS279C.830 and as amended by Davis Bacon and all current amendments as set forth in the Contract.

NOW, THEREFORE, in consideration of the faithful performance of the covenants and agreements hereinbefore made by the Contractor, the City hereby covenants and agrees to pay the Contractor as in said Contract Documents provided.

executed in du	plicate the day and year first above	e written.	
CITY OF WOOD	BURN, OREGON		
ATTESTED:	Heather Pierson, CITY RECORDER		_
CONTRACTOR:	Organization		
By:	<u>.</u> Title:		_ <u>.</u>

IN WITNESS WHEREOF, the respective parties hereto have each caused these presents to be



#### **NOTICE OF CONTRACT AWARD**

PROJECT: FIRST STREET SANITATY SEWER BYPASS PROJECT

PROJECT No: 2021-005-28

BID No: **2024-03** 

The Owner has considered the bid submitted by you on <u>January 30, 2025</u>, for the above-described work in response to its Invitation to Bid.

You are hereby notified that on **February 10, 2025,** the City Council accepted your bid for construction of the work in the amount of **\$xxxx** 

Under the terms of the Invitation to Bid, you are required to execute the Agreement and furnish bonds and certificates of insurance within **14-calendar days** from the date of this Notice.

If you fail to execute said Agreement and furnish said bonds and certificates of insurance within 14-days of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dateu tilis A	101 AAAA, 2024
Ву:	Date:
	shall fill in all information below this line and return original signed copy
	ACCEPTANCE OF NOTICE
Receipt of th	ne foregoing Notice of Award is hereby acknowledged
Ву:	
Title:	
Date	



Bond No.: 2021-005-28
Bid No.: 2024-03

#### **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESE	<b>NTS</b> that,, as the
Principal, and	, a corporation organized and existing
under the laws of the State of Oregon, and	d duly authorized to transact a surety business in
the State of Oregon, as Surety, are held	and firmly bound unto the City of Woodburn, a
municipal corporation of the State of Oreg	on, in the penal sum of
\$ Dollars \$	, lawful money of the United States of
America, for the payment whereof well an	d truly to be made, we and each of us, jointly and
severally, bind ourselves, our and each of	our heirs, executors, administrators successors
and assign, firmly by these presents.	

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

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

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

#### NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH:

That if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Woodburn, the, its officers, employees and agents,

against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Woodburn, be obligated for the payment of any premiums.

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

Contractor		
Ву:		
Title:		
Surety		
Ву:		
	Attorney-In-Fact	



Bond No.: 2021-005-28
Bid No.: 2024-03

#### **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT	<b>'S</b> that,		, as the
Principal, and	, a corporation	organized	and existing
under the laws of the State of Oregon, and d	uly authorized to tran	sact a sure	ty business in
the State of Oregon, as Surety, are held an	d firmly bound unto	the City of	Woodburn, a
municipal corporation of the State of Oregon	, in the penal sum of		
\$ Dollars \$	, lawful money	of the Unit	ed States of
America, for the payment whereof well and t	ruly to be made, we a	nd each of ι	us, jointly and
severally, bind ourselves, our and each of ou	ur heirs, executors, ac	dministrator	s successors
and assign, firmly by these presents.			

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

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

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

#### NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH:

That if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with

or without notice to the sureties, including the conditions listed in ORS 279.310 to 279.320, and shall indemnify and save harmless the City of Woodburn, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its Subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its Subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its Subcontractor in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its Subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City of Woodburn on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Woodburn, be obligated for the payment of any premiums.

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

Contractor	
Ву:	
Title:	
Surety	
Ву:	
	Attorney-In-Fact



Bond No.:	
Project No.:	2021-005-28
Bid No.:	2024-03

#### MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THES	SE PRESENTS tha	it,		, as	s the
Principal, and	,	a corporatio	n organized	d and e	existing
under the laws of the State of Or	egon, and duly a	uthorized to tra	nsact a sur	ety busi	ness in
the State of Oregon, as Surety,	are held and firr	nly bound unto	the City o	f Woodl	ourn, a
municipal corporation of the Stat	te of Oregon, in th	ne penal sum o	f		
\$	Dollars \$	, lawful r	money of the	e United	States
of America, for the payment whe	ereof well and tru	ıly to be made,	we and ead	ch of us,	, jointly
and severally, bind ourselves,	our and each	of our heirs,	executors,	adminis	trators
successors and assign, firmly by	these presents.				

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

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

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

#### NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH:

That the Principal agrees to warrant to the City of Woodburn that the construction is, and will remain for a period of one (1) year from the date of acceptance, free from defects in materials and workmanship.

That if the Principal herein shall faithfully and truly observe the terms, provisions, conditions, stipulations, directions, and requirements of the Contract and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same and shall assume the defense of indemnify and save harmless the City of Woodburn, its

officers, agents, and employees from all claims, liabilities, loss, damage or injury which may have been suffered or claimed to have been suffered to persons or property directly or indirectly resulting from or arising out of the operations or conduct of the Principal or any subcontractor in the performance of the work under the Contract and shall indemnify and make whole the City for any injury or damage to any street, highway, avenue, or road or any part thereof, resulting from the operations or conduct of the Principal or any subcontractor in connection with performance or conduct of the work under the Contract, and shall in all respects faithfully keep and observe all of said terms, provision, conditions, stipulations, directions, and requirements, then this obligation is void, otherwise, it shall remain in full force and effect.

WITNESS our hand and seals this _ day of	, 2025.
Contractor	
Ву:	
Title:	
Surety	
Ву:	
	Attorney-In-Fact

#### **NOTICE TO PROCEED**

### PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION



PROJECT NAME:	FIRST STREET S	SANITARY SEWER	BYPASS	
BID #:	2024-03	PROJECT No #:	2021-005-28	
AMOUNT:	\$	BEGIN DATE:		
CONTRACTOR:			CCB#:	
ADDRESS:				
You are hereby notifice the work of said continued the completion date	ract not later tha	an June 30, 2025.	renced contract ai	nd complete all o
The contract provide calendar day after th incomplete in the am	e above-e <u>stabli</u>	shed contract con	_	
PM for THE CITY OF V	VOODBURN: Co	le Grube		
DATE:				
Contractor: Complete	items below this li	ne and return Docume	ent to Owner within se	ven (7) days:
Receipt of the forego		S ACCEPTANCE O		
SIGNED:				

TITLE:

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



#### **SPECIAL PROVISIONS**

#### **WORK TO BE DONE**

The Work to be done under this Contract consists of the following:

- 1. Install new 48-inch sanitary sewer manholes, 4;
- 2. Construct F679 sanitary sewer pipe; 1,111 LF;
- 3. Construct new ADA compliant access ramps, 9; and
- 4. Perform paving operations, 458 tons.

#### **APPLICABLE SPECIFICATIONS**

The applicable Specifications for this Project are the 2021 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions.

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

#### **CLASS OF PROJECT**

This is a City of Woodburn Project.

SPECIAL PROVISIONS BID No. 2024-03

#### **SECTION 00120 – Bidding Requirements and Procedures**

Comply with Section 00120 of the Standard Specifications modified as follows:

**00120.00 Prequalification of Bidders –** Add the following sentence to the end of this subsection.

A Bidder must file for prequalification; there is no fee. An ODOT prequalification approval letter can be submitted in lieu of prequalifying directly with the City of Woodburn. To prequalify directly with the City, bidders shall make application using the standard form which is available on the City's website.

**00120.01 General Bidding Requirements** - Replace this subsection, except for the subsection number and title, with the following:

Bidders may submit Bids by paper only. No electronic or facsimile Bids will be accepted.

#### **SECTION 00130 – AWARD AND EXECUTION OF CONTRACT**

Comply with Section 00130 of the Standard Specifications modified as follows:

**00130.1 Award of Contract –** Delete the paragraph that begins with the following, "The Agency will provide Notice of Intent..." and replace it with the following:

The Agency will provide Notice of Intent to Award on the Agency's website.

#### **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.15(a) General** – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform no work until the Contractor establishes field controls. Work performed without field controls will be subject to removal at the Contractor's expense.

**00150.15(b) Agency Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.5 (see Section 00305).

As necessary, the Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate Right-of-Way and easements.

**00150.15(c) Contractor Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305). Additionally, the Contractor shall perform earthwork slope staking including intersections and matchlines, and set stakes defining limits for clearing which approximate right-of-way and easements.

**00150.50(c)** Contractor Responsibilities – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

• Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

 Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

Replace the bullet that begins " In addition to the notification required in OAR 952-001-0090(5), notify the Engineer..." with the following bullet:

 In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

#### 00150.50(g) Utility Information:

The organizations listed in Table 00150-1 may own Utilities within the limits of the Project.

#### Table 00150-1

Utility	Contact Information
NW Natural	Darrell Hammond, Field Engineering Technician
	T: 503.585.6611 x8035
	d5h@nwnatural.com
PGE	Tyesha McDougal, Key Customer Manager
	T: 503-464-7534
	tyesha.mcdougal@pgn.com
Datavision	Jason Riggs, Construction Coordinator
	T: 503-792-3611
	jriggs@datavision.coop
Wavebroadband	Jerry Benson, Technical Operations Construction Coordinator
	C: (503) 307-0350
	oregon.construction@astound.com

Lumen Technologies	Travis Vaughn, Network Implementation Engineer T: 503-399-4931 travis.vaughn@lumen.com
Comcast Cable	Phillip Curtis C: 971-777-0933 Phillip Curtis@comcast.com

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project. Within 24 hours of discovering any utility conflicts, the Contractor shall notify the Engineer, in writing.

#### **SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES**

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.70(a) Insurance Coverages** - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000.00	\$2,000,000.00
Commercial Automobile Liability	\$1,000,000.00	Not Required

**00170.70(c) Additional Insured** - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

 The City of Woodburn and its officers, agents, representatives, volunteers and employees

**00170.85(b)(2) General Warranty for Local Agency Projects –** Add the following sentence to the end of the paragraph that begins "The Contractor shall warrant all Work and workmanship...":

The value of the Warranty Bond shall be equivalent to ten percent (10%) of the final construction cost.

#### **SECTION 00195 - PAYMENT**

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.10 Payment for Changes in Materials Costs** - Replace this subsection, except the name and title, with the following:

There are no changes in payments for escalation/de-escalation of materials in this Contract.

**00195.50 (1) Progress Estimates -** Replace the paragraph that begins with "At the same time each month..." of this subsection with the following:

At the same time each month, the Contractor will make an estimate of the amount and value of the Pay Item Work completed. The Contractor will submit this estimation of quantities to the Engineer for agreement on the number of estimated units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

**00195.50 (2) Value of Materials on Hand –** Replace the paragraph that begins with "The Engineer will..." of this subsection with the following:

The Contractor will also make an estimate of the amount and value of acceptable Materials on hand, i.e., already delivered and stored according to 00195.60(a), to be incorporated into the Work and submit this estimation to the Engineer for agreement for Pay Items for this progress payment.

**00195.50(b) Retainage** - Replace the paragraph that begins "The Agency reserves the right in its sole discretion ..." with the following paragraph:

The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained by the Agency until completion of the Work as specified in (d) below.

00195.50(d) Release of Retainage - Replace this entire subsection with the following:

The Agency will make payment to the Contractor after the Contractor has made application for payment to the Engineer upon issuance of the Third Notification.

#### SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.40(e)(1) Lane Closures** – One or more Traffic Lanes may be closed when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Thursday, between 8:00 a.m. and 4:00 p.m.
- Friday, between 8:00 a.m. and 3:00 p.m.

**00220.40(e)(2)(a) Holidays** – Replace the section that begins "For the Purposes of this Section..." with the following:

For the purposes of this Section, legal holidays are as follows:

New Year's Day

Labor Day

Martin Luther King Jr Day

Veterans Day

- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day

- Thanksgiving Day
- Day After Thanksgiving Day
- December 24
- December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

#### SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

**00221.01(c) Standards** – Add the following bullet to the end of the list:

 The 1990 Americans with Disabilities Act and the Public Right of Way Accessibility Guidelines (PROWAG)

**00221.06 Traffic Control Plan** – Replace the sentence that begins "The Contractor will be allowed to use the Agency's...", with the following two sentences:

The Contractor shall prepare a Project specific TCP. The proposed TCP shall: show all traffic control devices and their quantities; the order and duration of the TCP; and a temporary striping plan, if necessary.

**00221.98 Payment Method "B"** – Replace the sentence that begins "Payment will be payment in full for furnishing ...", with the following:

Payment will be payment in full for preparing and submitting a TCP, furnishing, installing, moving, operating, maintaining, inspecting, and removing and TCD, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

#### SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

**00280.00 Scope** - Add the following paragraph to the end of this subsection:

The NPDES 1200-CN Permit is not applicable to the Project.

**00280.62 Inspection and Monitoring** - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

**00280.90 Payment** - In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

#### **SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications modified as follows:

**00290.32 Noise Control** - Add the following paragraph to the end of this subsection:

The Contractor's attention is directed to City of Woodburn Ordinance No. 2312 which describes noise control regulations. Comply with the applicable noise control requirements of the ordinance for project work. Copies of the ordinance and noise control code are available on the Agency's website.

#### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications modified as follows:

**00320.42 Disposal of Matter** - Replace this subsection, except the number and title, with the following:

Vegetation and natural material designated for preservation and salvage are the property of the Agency. All other matter and debris accumulated from clearing and grubbing operations become the Contractor's property at the place of origin. Dispose of all matter and debris according to 00290.20.

#### **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.03 Basis of Performance** - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

**00330.14 Selected Granular Backfill** - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695..."

**00330.15 Selected Stone Backfill** - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695..."

**00330.41(a)(7)** Abandoned Pipes and Miscellaneous Matter - Replace this subsection, except for the subsection number and title, with the following:

Remove and dispose of all abandoned pipe, Structures, and miscellaneous matter:

- Located within 2 feet of the subgrade surface
- · Located within 2 feet of finished slopes

Remove remaining abandoned pipes and structures, or completely fill abandoned pipes and structures with CLSM that meets the requirements of 00442, as directed by the Engineer.

Perform removal Work as part of the earthwork. Dispose of waste materials according to 00290.20.

**00330.80 Measurement** - Add the following after the bulleted list:

No field measurement of earthwork items will be performed. The quantity will be the theoretical neat line volume constructed and accepted for each item. If changes are ordered, only the quantity included in the ordered changes will be measured.

**00330.91(b) Foundation Excavation** - Add the following bulleted item:

• When foundation excavation is not included in the Schedule of Items, foundation excavation will be paid according to 00331.90.

**00330.92 Kinds of Incidental Earthwork** - Add the following bullet to the end of the bullet list:

• Earthwork required for driveways, curb ramps, and road approaches. Earthwork for driveways, curb ramps, and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

#### SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

**00405.48(c) Pavement, Curb, and Sidewalk** – Replace this subsection, except the number and title, with the following:

Use saws to cut portland cement concrete Pavement, curbs and sidewalks, regardless of thickness.

Upon completion of backfill and just prior to Pavement resurfacing, saw the Surfacing on both sides of the trench a minimum of 12 inches wider than each top of the trench. In areas of any undermined or damaged Surfacing, re-saw to a width outside these areas. When saw-cutting, follow lines parallel to the pipe centerline.

Where the width changes in areas of asphalt Pavement resurfacing, cut the transition between the different widths at 45 degrees. When the pipeline changes direction, or there is a connecting pipeline that requires the saw cut alignment to change at an angle greater than 60 degrees, make a minimum 24-inch transition saw cut. If there is damaged or undermined Surfacing at the transition point, make the transition saw cut beyond the damaged or undermined Surfacing. Make the transition saw cut angle half the angle change in the direction of the pipeline or connecting line.

If the asphalt Surfacing is to be overlaid, the second saw cut will only be required to firm Subgrade.

A second saw cut for concrete sidewalks, driveways and Pavements will not be required unless needed to reach firm Subgrade. Remove and dispose of Pavement lying within the limits of the cuts and from any adjoining areas damaged by the cutting and removal operations according to Section 00310..

**00405.90 Payment** - Add the following paragraph to the end of this subsection:

When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

#### **SECTION 00415 - VIDEO PIPE INSPECTION**

Comply with Section 00415 of the Standard Specifications modified as follows:

Add the following subsection:

**00415.40 (c) Recording Format and Labeling** - Record the video inspection using the latest version of <u>NASSCO's</u> PACP/MACP. Furnish recordings on NASSCO PACP/MACP program and inventory sheets on a thumb drive including a test file to indicate the project number and name, date of inspection, pipe segment number, Contractor's name and weather it is a preconstruction or post-construction video, filenames, and description of the file contents.

#### **SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00620 of the Standard Specifications modified as follows:

**00620.40(e) Warning Signs** - Replace this subsection, except for the subsection number and title, with the following:

Provide warning signs as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface according to Sections 00221 and 00222.

**00620.43 Maintenance Under Traffic** - Replace this subsection, except for the subsection number and title, with the following:

Traffic will be allowed on the cold planed surface up to 3 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

#### SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

**00641.10(a)** Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be either 1"-0 or 3/4"-0 size.

**00641.12** Limits of Mixture - Add the following after the first sentence:

Water can be added to aggregate on grade to achieve optimum moisture and compaction. Care must be taken not to segregate the fine materials from the rock in the aggregate.

**00641.41 Mixing, Hauling, and Placing** - Replace the sentence that begins "Add water to the Aggregate..." with the following two sentences:

Add water to the aggregate while mixing to provide a moisture content according to 00641.12 and paragraph (a) of this subsection. Road mix is not permitted.

**00641.44(a)(1) Dense-graded Aggregates** - Replace this subsection, except for the subsection number and title, with the following:

Begin compaction of each layer of dense-graded Aggregates immediately after the Material is spread. Continue compaction to achieve a minimum of 95% of maximum density. Determine maximum density according to AASHTO T 99, Method D, and coarse particle correction according to AASHTO T 224. Test in place density according to AASHTO T 310. Determine in place compaction of non-density testable Material according to ODOT TM 158.

#### SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.11 Emulsified Asphalt -** In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt Tack Coat.

#### **SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG 64-22 or PG 70-22 grade asphalt cement for this Project.

**00744.42 Tack Coat** - Add the following to the end of this subsection:

Tack coat shall be applied to the vertical face of all longitudinal joints at a rate of 0.14 gallons per square yard.

**00744.43(c)** Placing – Replace the sentence that begins, "Do not exceed a compacted thickness...", with the following:

Do not exceed a compacted thickness of 3 inches for any lift.

**00744.90 Payment** - Add the following bullet to the bulleted list:

Emulsified Asphalt Tack Coat

**00744.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

#### SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.03 Required Submittals** - Replace the sentence that begins "Do not begin any curb ramp Work...", with the following:

Do not begin the any curb ramp Work before the preplacement conference has been conducted.

**00759.03(a) Working Drawings** – Delete this subsection.

00759.03(b) Curb Ramp Plan – Delete this subsection.

Add the following subsection:

**00759.03(d) Corrective Action** - Unless otherwise approved in writing, notify the Engineer before performing corrective action.

**00759.90 Payment** - Replace the paragraph that begins " Item (k) includes the additional Work required ..." with the following paragraph:

Item (k) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. When replacing an existing curb ramp or retrofitting a curb ramp into an existing concrete pedestrian facility, item (k) also includes saw cutting and removal. Payment for the area of the curb ramp will be made under the concrete walks or monolithic curb and sidewalks Pay Items.

Replace the paragraph that begins "No separate or additional payment will be..." with the following paragraph and bullet list:

No separate or additional payment will be made for:

- saw cutting;
- · preplacement conference;
- · concrete form verification:
- any necessary repair or removal and replacement of curb ramps;
- providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work; or
- developing corrective action plans.

#### **SECTION 02415 - PLASTIC PIPE**

Comply with Section 02415 of the Standard Specifications modified as follows:

**02415.50 Polyvinyl Chloride Pipe** – Replace this subsection, except for the subsection number and title, with the following:

Furnish PVC sanitary, storm, culvert, siphon, and irrigation pipe and fittings with 3 feet or more cover that have a minimum pipe stiffness of 46 psi or a minimum SDR of 35 and meet the requirements of sewer pipe ASTM D3034, ASTM F679, or ASTM F749.

Furnish PVC sanitary, storm, culvert, siphon, and irrigation pipe and fittings with less than 3 feet but at least 1 foot cover meeting the requirements or AWWA C 900 or AWWA C 905.

#### **SECTION 00902 - CROSSWALK CLOSURE SUPPORTS**

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

#### **Description**

**00902.00 Scope** - This Work consists of constructing crosswalk closure supports and associated signs as shown.

#### **Materials**

SPECIAL PROVISIONS BID No. 2024-03

#### **00902.10 Materials** - Furnish Materials meeting the following requirements:

Commercial Grade Concrete	00440
Steel	01070.10 and 01070.12
Signs	00940

#### Construction

**00902.40 General** - Install crosswalk closure supports and associated signs as shown or directed.

#### Measurement

**00902.80 Measurement** - The quantities of crosswalk closure supports will be measured on the unit basis. No separate measurement will be made for signs attached to crosswalk closure supports.

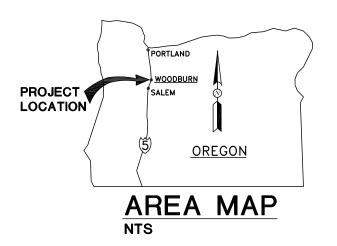
#### **Payment**

**00902.90 Payment** - The accepted quantities of Work done under this Section will be paid for at the Contract unit price, per each, for the item "Crosswalk Closure Supports".

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

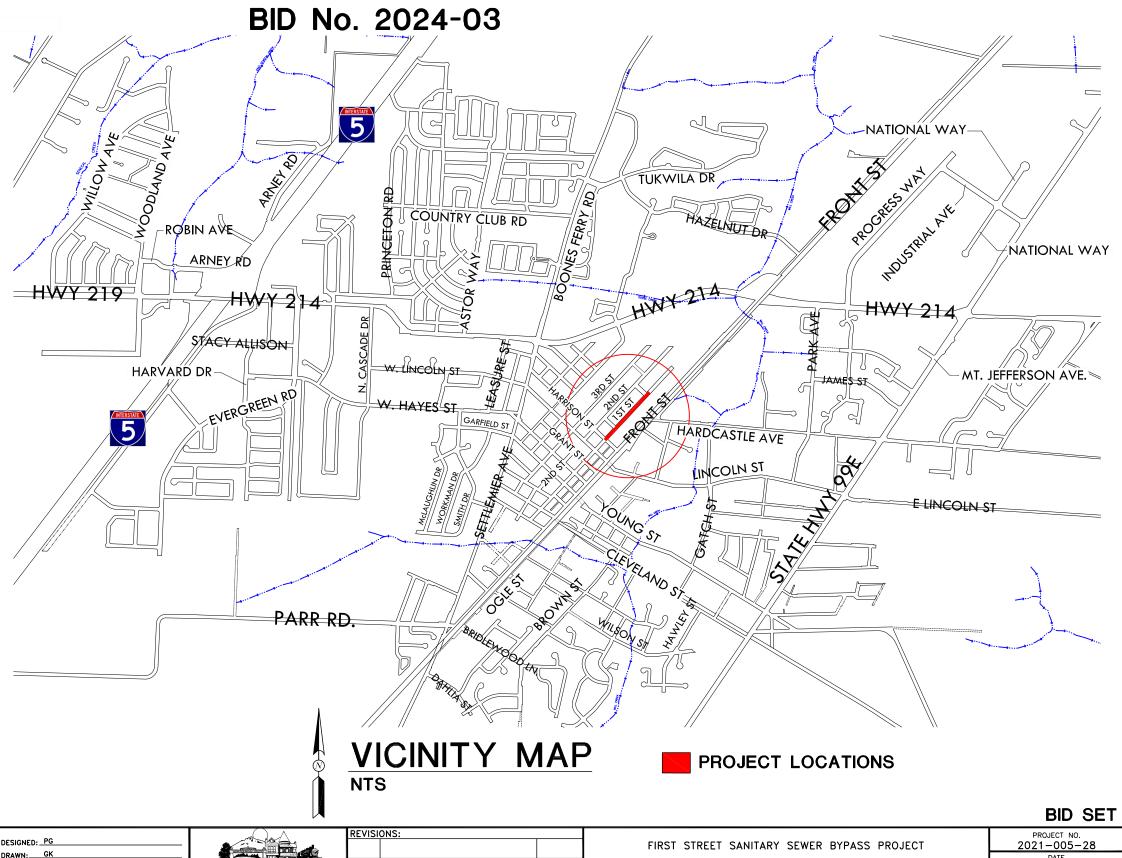


## 1ST STREET SANITARY SEWER BYPASS PROJECT PROJECT No. 2021-005-28



### **INDEX OF DRAWINGS**

# SHEET NO. TITLE 1. TITLE SHEET 2. CONSTRUCTION NOTES 3. SYMBOLS AND LEGENDS 4. PLAN SHEET - PLAN AND PROFILE 5. PLAN SHEET - PLAN AND PROFILE 6. PLAN SHEET - STREET & ADA IMPROVEMENTS 7. PLAN SHEET - ADA IMPROVEMENTS - ENLARGED 8. DETAIL SHEET 9. DETAIL SHEET



THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.

DESIGNED: \_PG

DRAWN: \_\_\_GK

REVIEWED: \_DG

APPROVED: \_DG

HORIZONTAL DATUM: \_LOCAL

VERTICAL DATUM: \_LOCAL

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

TITLE SHEET

PROJECT NO.
2021-005-28

DATE
DEC. 2024

SHEET NO.

#### **GENERAL NOTES:**

- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE 2021 EDITION OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION AND ALL APPLICABLE LOCAL, STATE. AND FEDERAL CODES AND REGULATIONS.
- 2. CONTRACTOR SHALL HAVE A COPY OF THESE APPROVED PLANS AND DETAILS SHALL BE ON-SITE DURING CONSTRUCTION.
- 3. ANY REVISIONS MADE TO THESE PLANS MUST BE REVIEWED AND APPROVED IN WRITING BY THE AGENCY PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
- 4. THE CONTRACTOR SHALL HAVE ALL UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION. CALL ONE CALL LOCATE AT LEAST 48 HOURS IN ADVANCE. THE PUBLIC WORKS DEPARTMENT AND ENGINEERING DIVISION SHALL BE CONTACTED IMMEDIATELY IF A CONFLICT EXISTS (503–982–5240).
- 5. THE CONTRACTOR SHALL AT ALL TIMES ABIDE BY APPLICABLE SAFETY RULES OF OR-OSHA AND IN PARTICULAR THOSE PERTAINING TO ADEQUATE SHORING AND TRENCH PROTECTION.
- 6. EXISTING UTILITY LOCATIONS ARE APPROXIMATE ONLY, EXACT LOCATIONS TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL COORDINATE WORK WITH ALL UTILITY COMPANIES AS REQUIRED TO COMPLETE THE PROJECT.
- 7. ALL DAMAGE(S) CAUSED BY THE CONTRACTOR SHALL BE RESTORED TO AN "AS GOOD OR BETTER" CONDITION.
- 8. PROPERTY OWNERS/RESIDENTS SHALL HAVE ACCESS TO THEIR PROPERTIES AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. CONTRACTOR TO MAKE ALLOWANCES FOR ANY LOCAL DELIVERIES AND/OR GARBAGE PICK-UP. PROVIDE WRITTEN NOTICE TO ALL PROPERTY OWNERS AT LEAST 2 WORK DAYS IN ADVANCE OF WORK IN AND OR CROSSING DRIVEWAYS.
- CONTRACTOR MAY PROCURE WATER FROM A CITY FIRE HYDRANT ONLY AFTER APPROVAL OF THE ENGINEER AND INSTALLATION OF BACKFLOW PREVENTOR BY CITY DRINKING WATER SECTION CREW.
- 10. ONLY CITY STAFF CAN OPERATE LIVE WATER VALVES AND FIRE HYDRANTS. NOTIFY THE CITY OF WOODBURN PRIOR TO THE NEED FOR THE OPERATION OF LIVE WATER LINES.
- 11. CONTRACTOR SHALL REMOVE ALL EXISTING SIGNS, MAILBOXES, FENCES, LANDSCAPING, AND ETC. AS REQUIRED TO AVOID DAMAGE DURING CONSTRUCTION AND REPLACE THEM TO EXISTING OR BETTER CONDITION WHEN WORK IS COMPLETED. MAILBOXES SHALL BE TEMPORARILY RELOCATED. MEANS, METHODS. AND LOCATIONS AS APPROVED BY THE ENGINEER.
- 12. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING PROPERTY AND STREET MONUMENTS PRIOR TO CONSTRUCTION. ANY MONUMENTS DISTURBED DURING CONSTRUCTION OF THE PROJECT SHALL BE REPLACED AND RECORDED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

#### **EROSION AND SEDIMENT CONTROL (ESC) NOTES:**

- CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
- 2. THE IMPLEMENTATION OF THESE ESC PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED BY THE LOCAL JURISDICTION, AND VEGETATION/LANDSCAPING IS ESTABLISHED.
- 3. THE ESC FACILITIES DESCRIBED ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.
- 4. THE ESC FACILITIES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
- 5. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
- 6. AT NO TIME SHALL SEDIMENT BE ALLOWED TO ACCUMULATE MORE THEN 1/3 THE BARRIER HEIGHT. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
- 7. STORM DRAIN INLETS, BASINS, AND AREA DRAINS SHALL BE PROTECTED UNTIL PAVEMENT SURFACES ARE COMPLETED AND/OR VEGETATION IS RE-ESTABLISHED.
- 8. PAVEMENT SURFACES AND VEGETATION ARE TO BE PLACED AS RAPIDLY AS POSSIBLE.
- 9. IF THERE ARE EXPOSED SOILS OR SOILS NOT FULLY ESTABLISHED FROM OCTOBER 1ST THROUGH APRIL 30TH, THE WET WEATHER EROSION PREVENTION MEASURES WILL BE IN EFFECT.
- 10. THE DEVELOPER SHALL REMOVE ESC MEASURES WHEN VEGETATION IS FULLY ESTABLISHED.
- 11. ANY SOIL OR DEBRIS TRANSPORTED ONTO ROADWAYS AND SIDEWALKS SHALL BE REMOVED. DEPOSITS SHALL BE COMPLETELY REMOVED BY SHOVELING AND/OR SWEEPING. WASHING SHALL NOT BE UTILIZED UNLESS SPECIFICALLY APPROVED IN WRITING BY THE CITY OF WOODBURN.
- 12. IF BMPS (BEST MANAGEMENT PRACTICES) SHOWN ARE UTILIZED BUT ARE INSUFFICIENT TO PREVENT SEDIMENT FROM REACHING WATER BODIES, ADJACENT PROPERTIES, OR PUBLIC RIGHTS-OF-WAY; ADDITIONAL BMPS SHALL BE IMPLEMENTED IMMEDIATELY TO PREVENT FURTHER ENCROACHMENT OF SEDIMENT.

- 13. STABILIZED AREAS SHALL BE PROVIDED FOR EMPLOYEE PARKING AND STORAGE OF CONSTRUCTION MATERIALS. ERODABLE STOCKPILES OF EARTHEN MATERIALS, SUCH AS TOPSOIL, SILTY AND CLAYEY SOILS; AND LANDSCAPE MATERIALS SHALL BE COVERED WHEN NOT BEING INCORPORATED IN THE WORK. EROSION CONTROL BMPS SHALL BE UTILIZED AS NECESSARY TO PREVENT SEDIMENT—LADEN RUNOFF FROM LEAVING OR SEDIMENT BEING TRANSPORTED FROM THESE AREAS FROM VEHICLE
- 14. ALL TRUCKS LEAVING THE SITE WITH EXCAVATION SPOILS MUST BE INSPECTED FOR WATER SEEPAGE. IF SATURATED SOILS ARE A PROBLEM, WATERTIGHT TRUCKS MUST BE USED OR LOADS SHALL BE DRAINED, ON—SITE, SO THAT WATER SEEPING FROM THE SOIL CANNOT DRAIN FROM THE VEHICLE.
- 15. CONSTRUCTION SHALL NOT BE CONSIDERED COMPLETE AND ACCEPTABLE UNTIL ALL DISTURBED SOIL SURFACES HAVE BEEN PROTECTED FROM EROSION AND WITH PERMANENT LANDSCAPING, COVERING WITH IMPERVIOUS SURFACES, RESTORED TO ORIGINAL UNDISTURBED CONDITION OR PERMANENTLY STABILIZED.
- 16. VEGETATED STABILIZATION AND LANDSCAPING SHALL BE FERTILIZED, WATERED AND MAINTAINED TO INSURE THAT GROWTH OF VEGETATION IS ESTABLISHED AND SUSTAINED.

#### **GRADING AND PAVING NOTES:**

- 1. IMMEDIATELY FOLLOWING FINE GRADING OPERATIONS, COMPACT AND PROOF ROLL SUBGRADE AREAS TO ACHIEVE AT LEAST 95% OF MAXIMUM DENSITY FOR A 9" DEPTH PER AASHTO T-99. EMBANKMENTS OR FILLS ARE TO BE CONSTRUCTED IN 6" MAXIMUM LIFTS, WITH EACH LIFT BEING COMPACTED TO 95% MAXIMUM OF DENSITY PRIOR TO PROCEEDING WITH THE NEXT LIFT. AREAS RECEIVING STRUCTURAL FILL ARE TO BE TESTED BY A QUALIFIED TESTING LAB.
- 2. AGGREGATE BASE ROCK SHALL BE 3/4"-0 CRUSHED ROCK.
  AGGREGATE BASE IS TO BE COMPACTED IN 6" MAXIMUM LIFTS
  TO 95% OF MAXIMUM DRY DENSITY PER AASHTO T-99.
- 3. CONTRACTOR IS TO PROVIDE THE OWNER WITH A PAVING MIX CERTIFICATE OF COMPLIANCE FROM THE ASPHALT PAVEMENT PLANT. PAVE ONLY DURING DRY WEATHER AND WHEN THE SURFACE TEMPERATURE IS 40 DEGREES OR WARMER.
- 4. COMPACT ALL ASPHALT CONCRETE PAVEMENT TO A MINIMUM 91 PERCENT PER OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 00744.
- AGENCY'S RIGHT TO PERFORM QA TESTING ON SUBGRADE, BASE ROCK OR AC AS THE CITY DETERMINES IS IN THEIR BEST INTEREST. THE CITY MAY OR MAY NOT PERFORM QA TESTING.
- THE CONTRACTOR IS REQUIRED TO PERFORM QC TESTING AT THE CONTRACTOR'S EXPENSE PER ODOT'S REQUIREMENTS.
- 7. ALL MATERIALS, INSTALLATION, TEST, AND INSPECTIONS ARE TO BE IN STRICT ACCORDANCE WITH THE AGENCY STANDARDS.
- 3. SAWCUT STRAIGHT MATCHLINES TO CREATE A BUTT JOINT BETWEEN THE EXISTING PAVEMENT AND NEW PAVEMENT. APPLY PRIME COAT AT JOINT SURFACES AND SEAL ALL NEW PAVEMENT JOINTS IN ACCORDANCE PER OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 00746

#### WET WEATHER MEASURES:

- 1. THE MEASURES FOR WET WEATHER CONDITIONS ARE ONE OF THE FOLLOWING OR COMBINATION TO PREVENT SOIL EROSION: ESTABLISHED GRASS, 2" MIN. STRAW MULCH COVER, EROSION CONTROL BLANKETS WITH ANCHORS, 6-MIL PLASTIC SHEET COVER OR SEDIMENT TRAP OR POND.
- AS THE WET WEATHER APPROACHES MORE EROSION CONTROL MEASURES (AS REQUIRED BY CONSTRUCTION INSPECTOR) MAY BE NECESSARY TO REDUCE EROSION.



#### ATTENTION

OREGON LAW REQUIRES CONTRACTOR TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503.232.1987)

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DESIGNED: PG
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REVIEWED: DG
APPROVED: DG
HORIZONTAL DATUM: LOCAL
VERTICAL DATUM: LOCAL



REVISIONS:

FIRST STREET SANITARY SEWER BYPASS PROJECT

PROJECT NO.
2021-005-28

DATE
DEC. 2024

SHEET NO.

**CONSTRUCTION NOTES** 

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#### **SYMBOLS ABBREVIATIONS** HATCHING LEGEND SYMBOL AMERICAN ASSOCIATION OF STATE HIGHWAY **DESCRIPTION** AND TRANSPORTATION OFFICIALS SOIL/GROUND ACP ASPHALTIC CONCRETE PAVEMENT SANITARY MANHOLE $\bigcirc$ ACPR ASPHALT CONCRETE PAVEMENT REPAIR ADA AMERICANS WITH DISABILITIES ACT STORM MANHOLE $(\mathbb{S})$ APWA AMERICAN PUBLIC WORKS ASSOCIATION CONCRETE EXST. MANHOLE AWWA AMERICAN WATER WORKS ASSOCIATION $\bigcirc$ CB CATCH BASIN CATCHBASIN CI CAST IRON CENTER CNTR CRUSHED CENTERLINE M AGGREGATE/ WATER METER CONC CONCRETE **GRAVEL CSFP** CRACK SEALING FLEXIBLE PAVEMENTS ₽ STREET/AREA LIGHT DET DETAIL DIA DIAMETER GRASS SEED/ POWER POLE W/ LIGHT DI DUCTILE IRON VEGETATION DIM DIMENSION POWER POLE 0 DWG DRAWING EΑ EACH MILL AND TREE ELEC ELECTRICAL FILL **ELEV ELEVATION** SPOT ELEVATION X 183.5 EOP EDGE OF PAVEMENT **EXST** EXISTING LOCAL CONTROL POINT FΗ FIRE HYDRANT FULL DEPTH FL FLOW LINE CONSTRUCTION SIGN POST FM FORCE MAIN $\oplus$ GALV GALVANIZED INLINE WATER VALVE GND GROUND M HMAC HOT MIX ASPHALT CONCRETE HORZ FIRE HYDRANT HORIZONTAL ΙE INVERT ELEVATION **⊕**X.X" MAMD MOVING AVERAGE MAXIMUM DENSITY CORE LOCATION AND EXST. PVMT. THICKNESS MAX MAXIMUM PLAN SHEET BUBBLE CALLOUT MFR MANUFACTURER МН MANHOLE MIN MINIMUM MHMAC MINOR HOT MIXED ASPHALT CONCRETE PAVEMENT MISC MISCELLANEOUS MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, FHWA, U.S. DEPARTMENT OF TRANSPORTATION. NO. NUMBER NTS NOT TO SCALE OREGON DEPARTMENT OF TRANSPORTATION ODOT PLPROPERTY LINE PSI POUNDS PER SQUARE INCH **PVMT** PAVEMENT RAD **RADIUS** REQD REQUIRED R/W RIGHT-OF-WAY SLOPE SCHED SCHEDULE STORM SEWER SD SL SANITARY SERVICE LATERAL STM STORM SEWER SH SHEET **SPECS SPECIFICATIONS** SANITARY SEWER SS STA STATION NOTE: STD STANDARD ALL SYMBOLS AND LEGENDS SHOWN WITH TRAFFIC CONTROL PLAN TCP COLOR SCREENED BACK ON DRAWINGS TYP **TYPICAL** VERT VERTICAL ARE CONSIDERED EXISTING FEATURES. WATER WTR

#### LINETYPE LEGEND

FOOT CONTOUR ELEVATOR	182
ELECTRICAL LINE	ELEC
FENCE LINE	x x
FORCE MAIN PIPE	FM
GAS LINE	———— GAS —————
IRRIGATION LINE	IRR
SANITARY SEWER PIPE	ss
STORM SEWER PIPE	SD
TELEPHONE LINE	TELE
WATER LINE	w
PROPERTY LINE	PL
RIGHT-OF-WAY LINE	
RAILROAD TRACKS	+++++++++++++++++++++++++++++++++++++++
STREAMS, CREEKS, WATERWAYS	

**BID SET** 

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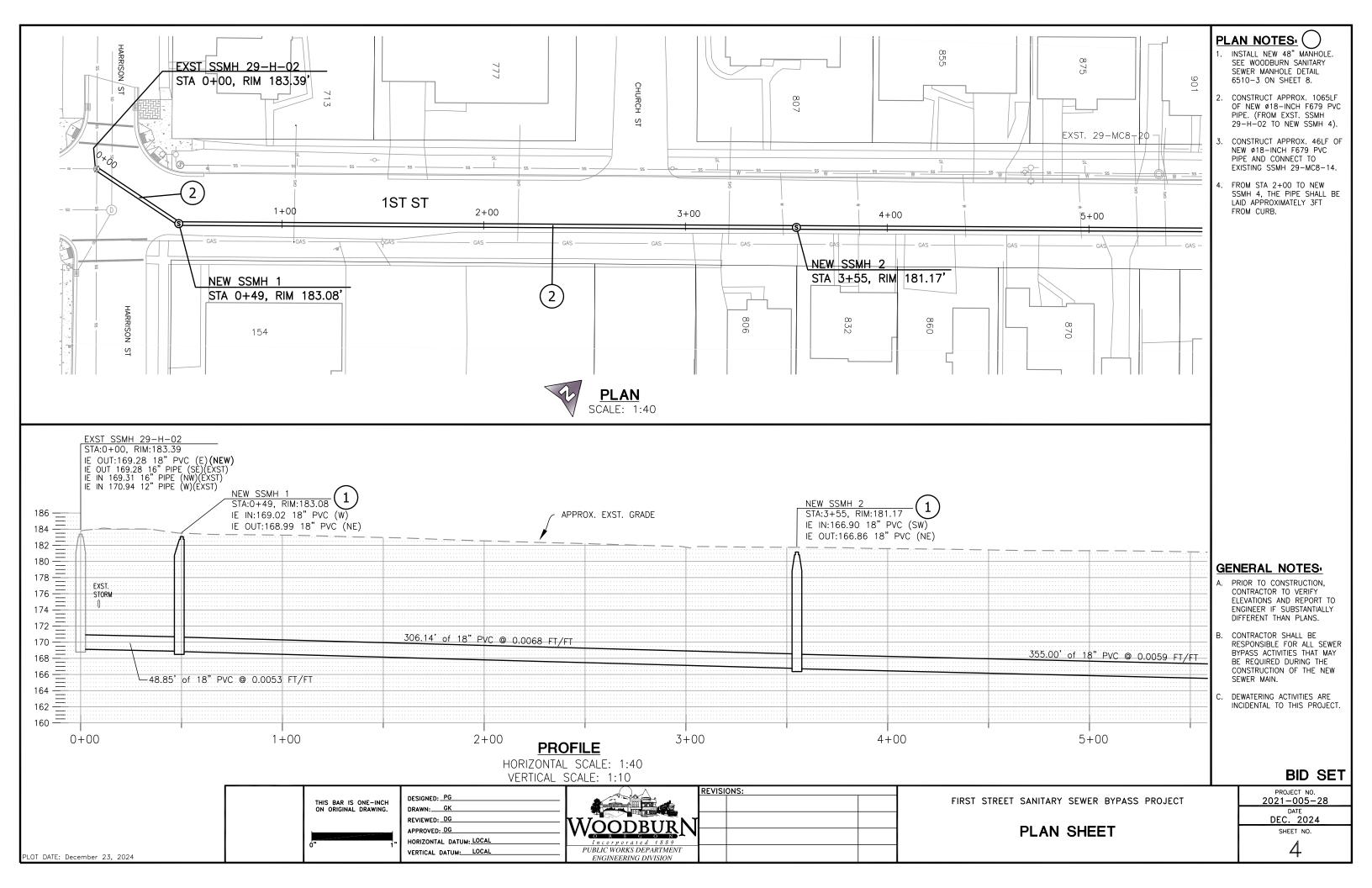
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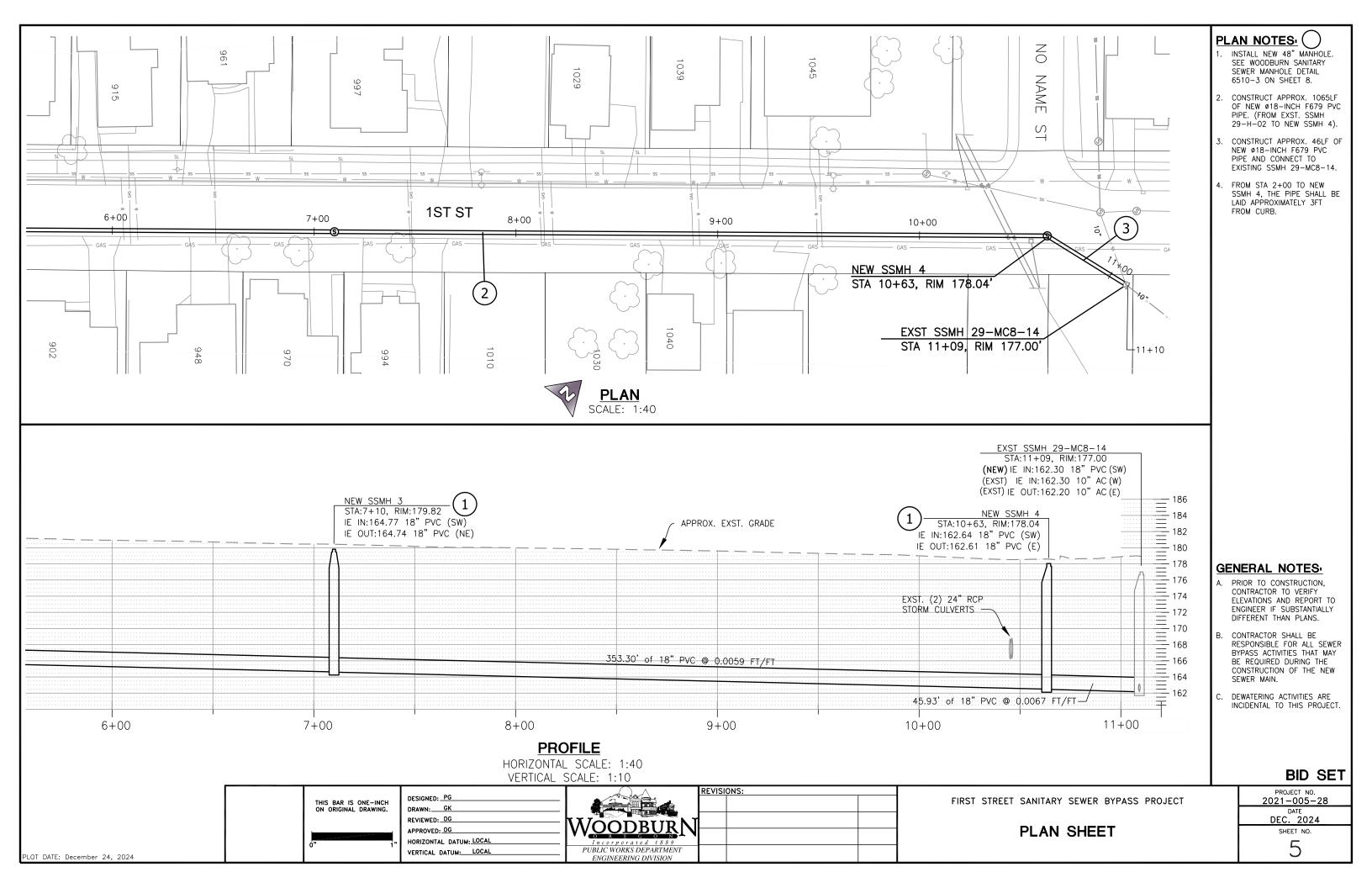
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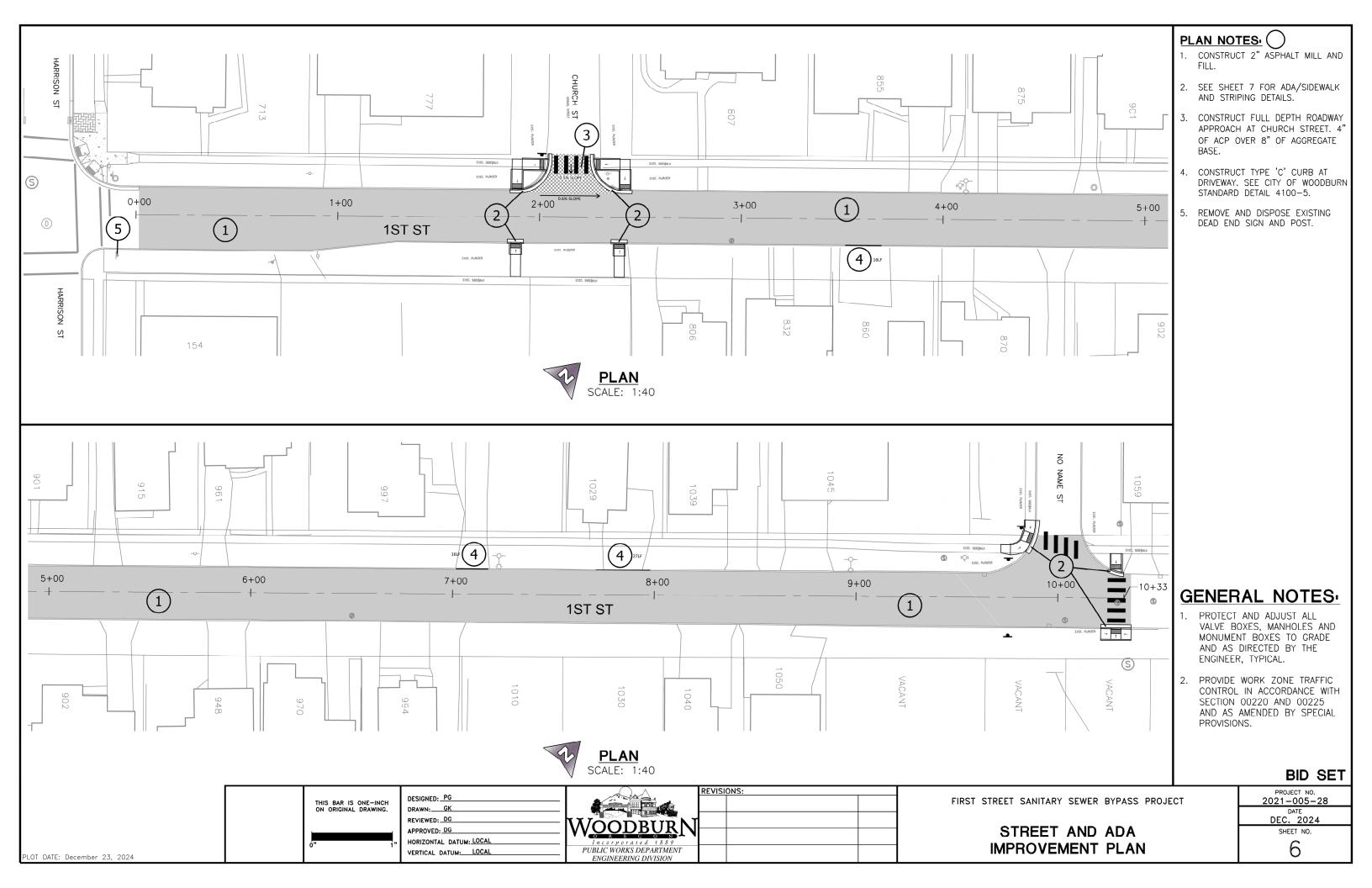
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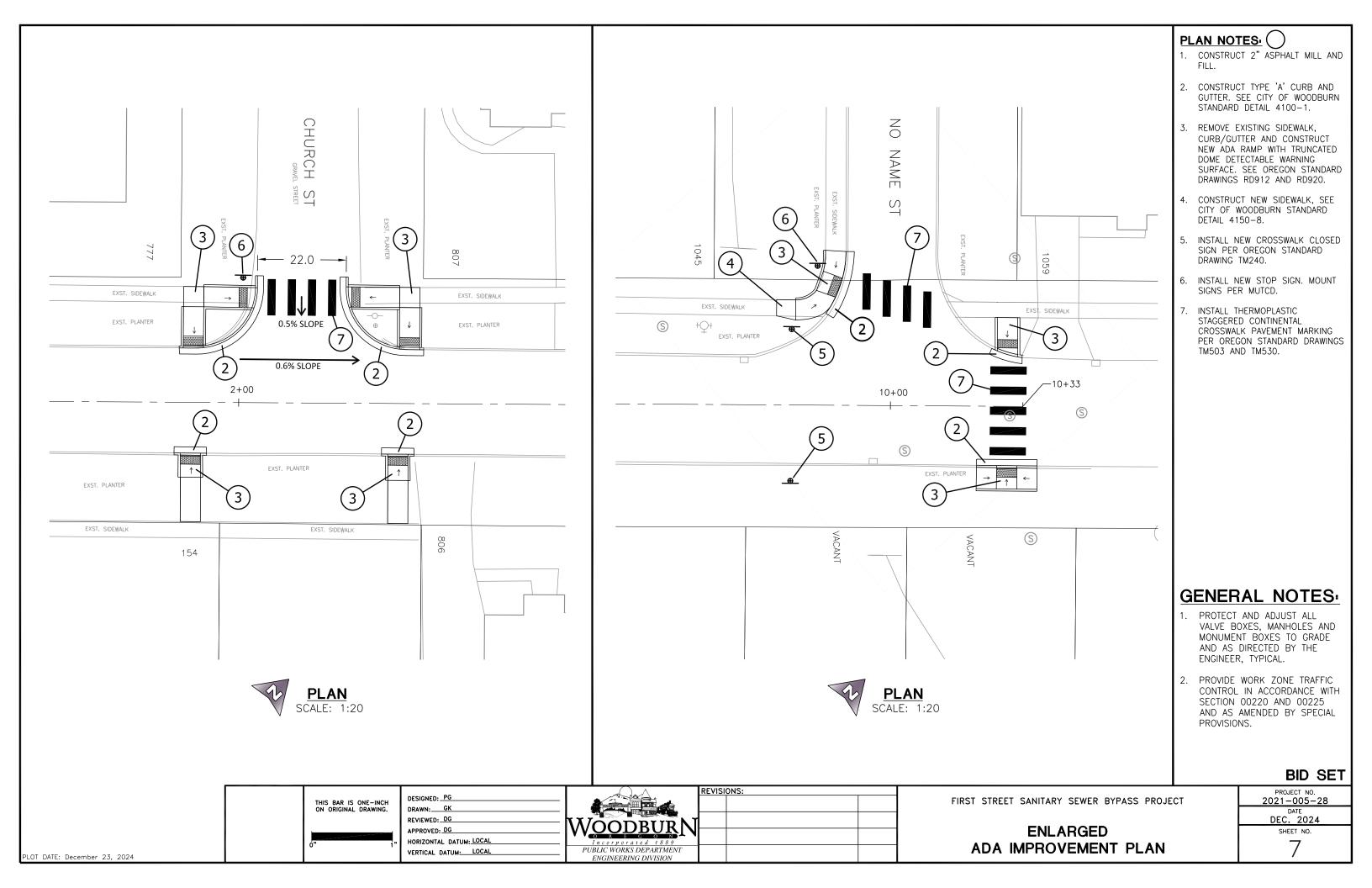
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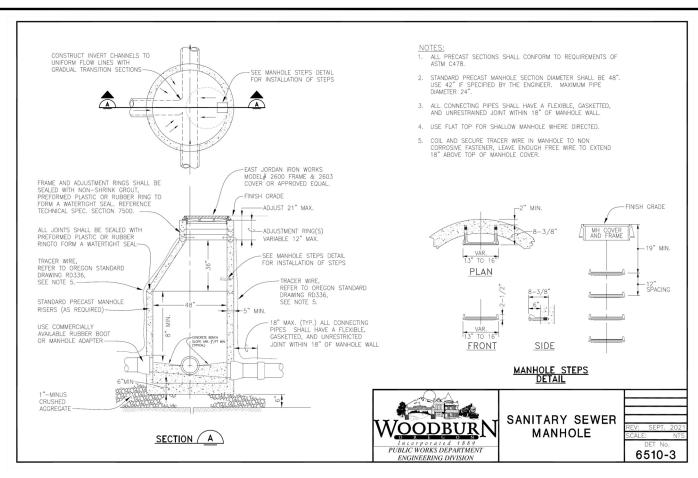
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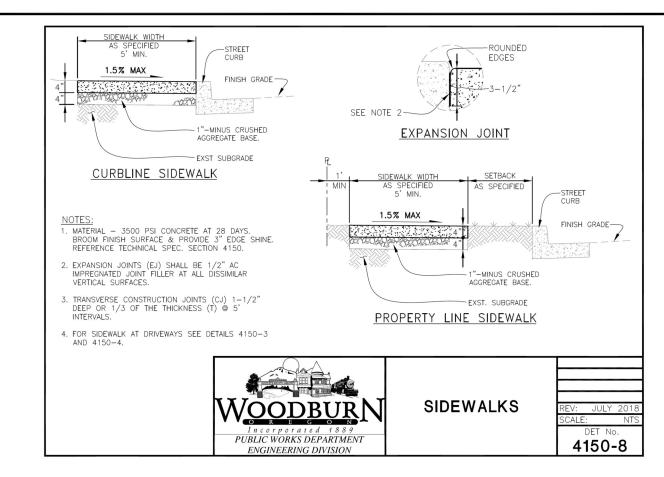


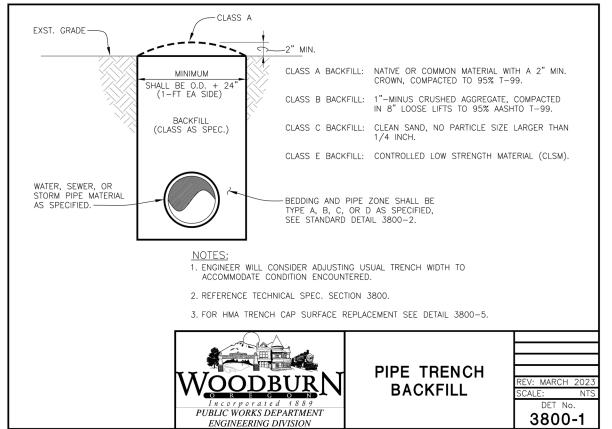


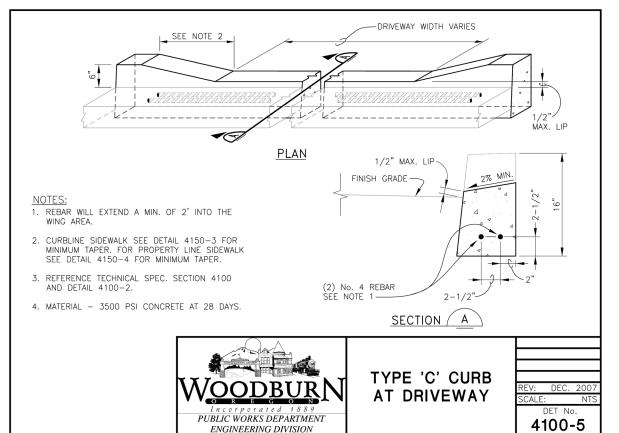












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PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

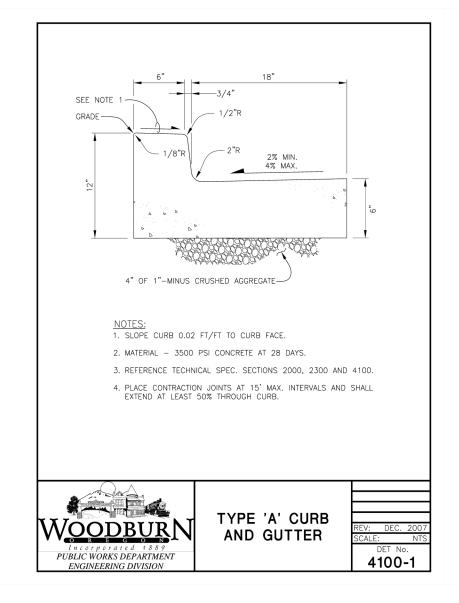
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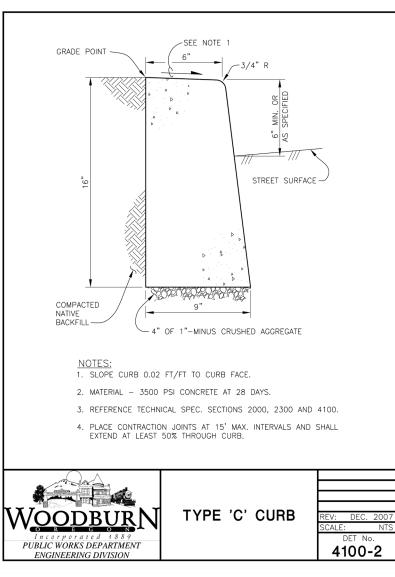
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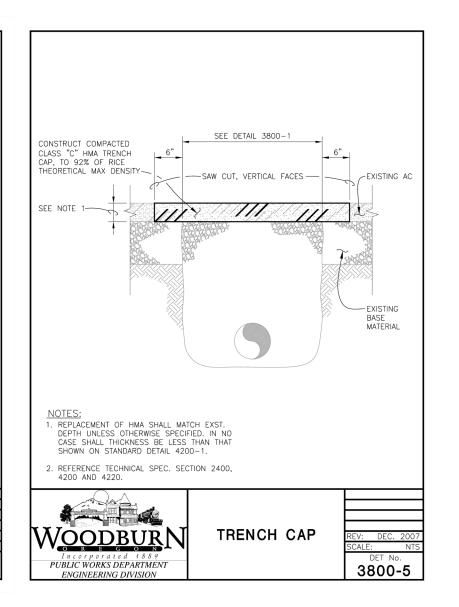
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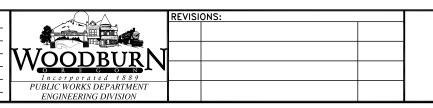
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FIRST STREET SANITARY SEWER BYPASS PROJECT

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**DETAILS** 

PLOT DATE: December 24, 2024

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