CONTRACT AND BOND DOCUMENTS LEGION PARK PARKING LOT IMPROVEMENTS PROJECT

PUBLIC WORKS DEPARTMENT CITY OF WOODBURN, OREGON



LEGION PARK PARKING LOT IMPROVEMENTS PROJECT

BID NUMBER:	2023-02
PROJECT NUMBER:	2022-001-38.2
BID OPENING DATE:	March 29, 2023
BID OPENING TIME:	2:00 PM
SUBSTANTIAL COMPLETION DATE:	June 16, 2023
COMPLETION DATE:	June 30, 2023

BID No: 2023-02

Ad Date: March 8, 2023 (DJC)

BID DOCUMENTS MARCH 2023

These Documents are the Property of the City of Woodburn

<u>190 Garfield Street</u> <u>Woodburn, OR 97071</u> <u>(503) 982-5240</u>

CONTRACT AND BONDS FOR THE

LEGION PARK PARKING LOT IMPROVEMENTS PROJECT

PROJECT No. 2022-001-38.2 BID NO. 2023-02

CITY OF WOODBURN PUBLIC WORKS DEPARTMENT WOODBURN, OREGON

FRANK LONERGAN MAYOR

DEBBIE CABRALES COUNCIL WARD 1

ALI SWANSON COUNCIL WARD 2

ROBERT CARNEY COUNCIL WARD 3

SHARON SCHAUB COUNCIL WARD 4

MARY BETH CORNWELL COUNCIL WARD 5

ERIC MORRIS COUNCIL WARD 6

BID No: 2023-02 MARCH 2023

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INVITATION TO BID

LEGION PARK PARKING LOT IMPROVEMENTS PROJECT PROJECT No. 2022-001-38.2 BID No. 2023-02

Sealed bids for the construction of *Legion Park Parking Lot Improvements Project* will be received by the City of Woodburn at 190 Garfield Street until <u>2:00 PM</u>, <u>Wednesday</u>, <u>March 29</u>, <u>2023</u> 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 "<u>Bid No. 2023-02"</u>.

The major items of work are estimated (approximate) quantities as follows:

- 1. Install 8" PVC ASTM D3034 Pipe; 424 LF
- 2. Install new catch basins, Type G-2; three (3)
- 3. Rehabilitate existing 8" pipe by installing cured in place pipe lining; 271 LF
- 4. Perform thin lift overlay and miscellaneous paving operations; 365 tons.

Plans and specifications may be examined at the Public Works – Engineering building, located at 190 Garfield Street, Woodburn, OR on or after <u>Wednesday, March 8, 2023.</u> Electronic plan sets are available on the Engineering Division's website at: https://www.woodburn-or.gov/publicworks/page/bids-and-rfps. Additionally, plans have been provided to the following plan center(s):

DJC Plan Center - Portland, OR

There is no pre-bid conference scheduled. Those not familiar with the Project area can visit the site as depicted on the Project drawings.

Bidders must be pre-qualified in accordance with the laws of the State of Oregon. Completed prequalification forms or proof of pre-qualification shall conform to the Special Provisions. Only bids from pre-qualified Bidders will be opened.

No bid for a construction contract shall be received or considered unless the bidder is registered with the Construction Contractors Board. 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 proposal forms. All proposals shall be accompanied by a Bid Bond, 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. The Bid Bond shall be forfeited to the City if the Contractor fails to execute the contract within time allotted under the specifications.

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.

At the discretion of the Project Manager, addenda and clarifications shall either be posted on the City's Engineering Division website or delivered to Plan Holders via e-mail. Potential Bidders should check the website on a daily basis until the Bid Opening date. Addenda must be signed and submitted with the Bid Proposal to be considered a responsive offer.

Although contract award is expected to be made by the City Council on Monday, April 10, 2023, the City of Woodburn reserves the right to reject any and all bids not in compliance with prescribed bidding procedures and requirements, and may reject for good cause any and all bids upon a finding of the Agency if 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 substantially complete by June 16, 2023.

Heather Pierson City Recorder City of Woodburn, OR 97071

INVITATION TO BID BID No. 2023-02

INSTRUCTIONS TO BIDDERS

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 procure. Faxed/emailed 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 a modified 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 regarding bidding, materials, or technical requirements should be directed to the Project Manager at:

Pete Gauthier, Project Engineer

Phone: 503.980.2429

Email: pete.gauthier@ci.woodburn.or.us

- C. Bidder is responsible for completing and returning all page(s), attachment(s) which require a response.
- 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 Project Manager as identified in 2.B.
- 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.

- C. The Engineer's cost estimated range for the construction of this project is between: \$150,000 and \$300,000.
- D. This project is subject to the prevailing wages rates under the Oregon Prevailing Wages Law (BOLI). Prevailing wage rates are available at the following website:

https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx and listed as "Prevailing Wage Rates for Public Works Contracts", effective January 5, 2023.

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. PRE-BID CONFERENCE:

A. A <u>non-mandatory</u> pre-bid conference is scheduled for Wednesday, March 15, 2023, at 2:00 PM in the Legion Park parking lot.

6. AWARD OF THE CONTRACT:

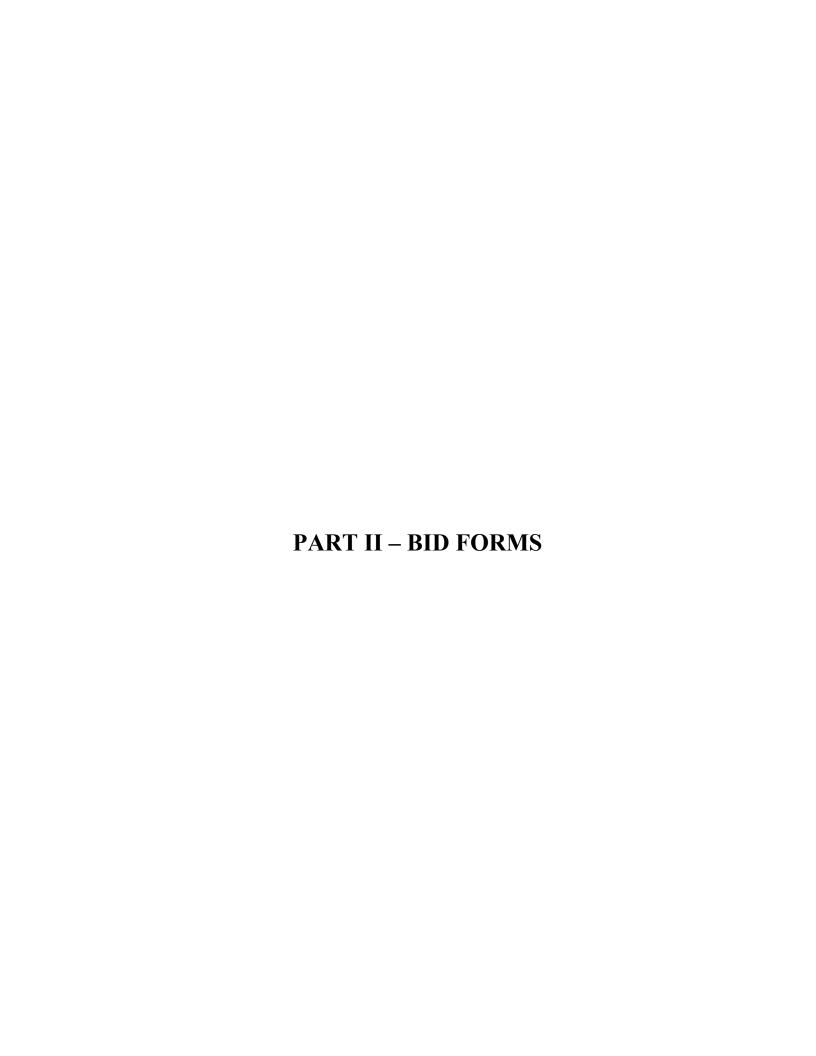
A. Award of the Contract, by the Contract Review Board (City Council), will be based on the lowest offer by a responsible Bidder, in accordance with Section 00130 of the Specifications, as modified by the Special Provisions.

7. SPECIAL CONCERNS:

- A. Provide access to all businesses, schools, and residents at all times.
- B. Provide access to first responders at all times.
- C. Services, such as delivery, waste management, mail, shall be maintained all times throughout all construction activities.
- D. 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 substantially complete by June 16, 2023.
- B. All project work shall be complete by June 30, 2023.



CERTIFICATION PAGE

Each Bidder (offeror) 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

FORM OF PROPOSAL

LEGION PARK PARKING LOT IMPROVEMENTS PROJECT

PROJECT No. 2022-001-38.2 Bid No. 2023-02

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").

calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the bid security in the sum of: (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 the Bidder is awarded a construction contract on this proposal, the surety who will provide the Performance Bond will be: Whose address is: City State Zip Street Agents Name: Phone No. The address for all communications concerned with this Proposal and where the Contract shall be sent is: Contractor: ______ doing business at: City Street State Zip

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond within ten (10)

FORM OF PROPOSAL BID NO. 2023-02

BID SCHEDULE							
ITEM DESCRIPTION UNITS QUANTITY UNIT TOTAL PRICE							
NO.	DESCRIPTION	UNITS	QUANTITI	PRICE	TOTALTRICE		
1	Mobilization (00210)	LS	1	\$	\$		
2	Temporary Work Zone Traffic Control, Complete (00221)	LS	1	\$	\$		
3	Erosion Control (00280)	LS	1	\$	\$		
4	CIPP Liner, 8" (00412)	LF	271	\$	\$		
5	6" PVC D3034 Pipe, 0-3' (00445)	LF	60	\$	\$		
6	8" PVC D3034 Pipe, 0-5' (00445)	LF	424	\$	\$		
7	Concrete Inlet, Type G-2 (00470)	EA	3	\$	\$		
8 Aggregate Base (00641)		CY	115	\$	\$		
9 Level 3, 1/2-inch dense ACP (00744)		TN	365	\$	\$		
10 Concrete Curbs, 6" Extruded Curb (00759)			685	\$	\$		
11	Concrete Driveways (00759)	SF	75	\$	\$		
12	Longitudinal Pavement Marking – Paint (00860)	LF	5,071	\$	\$		
13	Pavement Legend, Type AB: Arrows (00867)	EA	6	\$	\$		
14	Pavement Legend, Type AB: Disabled Parking (00867)	EA	4	\$	\$		
15	Remove and Reinstall Existing Signs (00905)	LS	1	\$	\$		
	GRAND TOTAL: \$						

	pal officers of the corporation sursons interested in this Proposal		
(If Sole Proprie	etor or Partnership)		
In witness hereto the un	dersigned has set his (its) hand t	:his day of	, 20
Signatur	e of Bidder	Title (If Corporation	1)
	undersigned corporation has cau		
Name of Corp:			
Oregon Corp. No:			
By:			
Title:			
CCB No:			
	Att	est: Secretary	
"Bidder will c (Initial)	comply with the provisions of Or	·	RS) 279C.840".
	Attest: _	Bidder	

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME:	PROJECT NAME: LEGION PARK PARKING LOT IMPROVEMENTS			
PROJECT No.:	2022-001-38.2			
BID OPENING DATE:	March 29, 2023 at 2:00 P.M.			
NAME OF BIDDING CONTRAC	TOR:			
☐ CHECK THIS BOX IF YOU WI	LL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR			
	CLOSURE REQUIREMENTS (SEE ORS 279C.370)			
Firm Name	Dollar Amount			
Category of Work	\$			
Firm Name	Dollar Amount			
Category of Work	\$			
	<u> </u>			
Firm Name	Dollar Amount			
Category of Work				
Catagory of Work	\$			
	<u> </u>			
Firm Name	Dollar Amount			
Piliti Name	Donat Amount			
Category of Work	\$			

(Attach additional sheets as necessary)

BID SUBMITTAL CHECKLIST

The follow	ing is a checklist of the items that shall be submitted with the Bidder's bid Proposal
	Form of Proposal
	Signed Addenda, if any
	Bid Bond, on either Surety's standard form or the AIA form
	First Tier Subcontractor Disclosure Form
	Certification Page





CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ______ day of ______, 2023, by and between

, hereinafter called "CONTRACTOR" and the CITY OF
WOODBURN, an Oregon Municipal Corporation, hereinafter called "City" or "Owner".
The Contractor, for the consideration hereinafter named, does hereby agree to furnish all materials,
equipment, labor and necessary implements for the construction of LEGION PARK PARKING
LOT IMPROVEMENTS PROJECT and doing such other work as is necessary to make an ap-
propriate and complete improvement.
All of said work shall be done according to the terms, conditions, and requirements of the Contract

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 <u>April 10</u>, 2023, and agreed by the Contractor, is <u>\$x,xxx,xxx.xx</u>.

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.

IN WITNESS WHEREOF, the respective parties hereto have each caused these presents to be executed in duplicate the day and year first above written.

CITY OF WOOL	OBURN, OREGON	
ATTESTED:		
	Heather Pierson, CITY RECORDER	Frank Lonergan, MAYOR
CONTRACTOR		
	Organization	
By:	Ti	itle:
		ino.



NOTICE OF CONTRACT AWARD

PROJECT DESCRIPTION: Legion Park Parking Lot Improvements Project

FILE No: **2022-001-38.2**

Dated this X of XXXX, 2023

BID No: **2023-02**

The Owner has considered the bid submitted by you on <u>March 29, 2023</u> for the above described work in response to its Invitation to Bid.

You are hereby notified that on <u>April 10, 2023</u> the City Council accepted your bid for construction of the work in the amount of <u>\$xxx,xxx,xxx.xx</u>

You are required under the terms of the Notice Inviting Bids and the Information for Bidders to execute the Agreement and furnish bonds and certificates of insurance within <u>14-calendar days</u> from the date of this Notice to you.

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.



Bond No.:

Project No.: 2022-001-038.1

Bid No.: 2023-02

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESEN	ITS that,,
as the Principal, and	, a corporation organized and
existing under the laws of the State of Oregoi	n, and duly authorized to transact a surety
business in the State of Oregon, as Surety, a	are held and firmly bound unto the City of
Woodburn, a municipal corporation of the Stat	e of Oregon, in the penal sum of
\$ Dollars \$, lawful money of the United States of
America, for the payment whereof well and tr	uly to be made, we and each of us, jointly
and severally, bind ourselves, our and eac	h of our heirs, executors, administrators
successors and assign, firmly by these preser	nts.

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	
By:	
	Attorney-In-Fact



Bond No.:

Project No.: 2022-001-38.2

Bid No.: 2023-02

PAYMENT BOND

KNOW ALL MEN BY THESE PRE	ESENTS that,,
as the Principal, and	, a corporation organized and
existing under the laws of the State of Or	egon, and duly authorized to transact a surety
business in the State of Oregon, as Sure	ety, are held and 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 United States of
America, for the payment whereof well a	nd 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 pr	esents.

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	
By:	
Title:	
Surety	
By:	
	Attorney-In-Fact

SAMPLE FORM

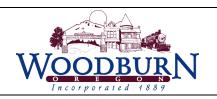
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PROL	UCER	!	, F	AX	ONLY AND HOLDER.	CONFERS NO F	ED AS A MATTER OF I RIGHTS UPON THE CER TE DOES NOT AMEND, FORDED BY THE POL	RTIFICATE EXTEND OR	
					INSURERS A	AFFORDING COV	ERAGE	NAIC#	
NSU	RED				INSURER A:			<u> </u>	
					INSURER B.				
					INSURER C:		,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>		
					INSURER D:				
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		GEN	ERAL LIABILITY				EACH OCCURRENCE	\$	
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$	
			CLAIMS MADE OCCUR	•			MED EXP (Any one person)	\$	
			Owners and Cont Prot			1	PERSONAL & ADV INJURY	\$	
				·			GENERAL AGGREGATE	\$	
		GEN	V'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$	
			POLICY PRO- JECT LOC		ļ		Fire Damage (any one fire)	
		AUT	OMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$	
			ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY	\$	
			HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
		GAF	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
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Public Works Dept.				30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,					
190 Garfield St.				BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY					
					OF ANY KINI	OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
Woodburn OR 97071				ANTHODIZED BEDDESENTATIVE					

ACORD 25 (2001/08)

NOTICE TO PROCEED

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

DATE: _____



PROJECT NAME:	Legion Park Parking Lot Improvements			
BID #:	2023-02	PROJECT No #:	2022-001-38.2	
AMOUNT:	\$	BEGIN DATE:		
CONTRACTOR:			CCB #:	
ADDRESS:				
You are hereby notific complete all of the work	rk of said contrac	et not later than June		shall substantially
The substantially comp	olete date: June 1	16, 2023.		
The completion date is	therefore: June	30, 2023.		
The contract provides the after the above-establic amount of: \$pe				
PM for THE CITY OF	WOODBURN:	Pete Gauthier		
DATE:				
Contractor: Complete in	tems below this line	and return Document to	Owner within seven (7) days:
Receipt of the foregoin		ACCEPTANCE (eed is hereby acknowledge)		
SIGNED:				
TITLE:				



Bond No.:	
Project No.:	2022-001-38.2
Bid No.:	2023-02

MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THESE PRESEN	ΓS that,,
as the Principal, and	, a corporation organized and
existing under the laws of the State of Oregon,	and duly authorized to transact a surety
business in the State of Oregon, as Surety, ar	e held and 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 United
States of America, for the payment whereof we	ell and truly to be made, we and each of
us, jointly and severally, bind ourselves, o	ur 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 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, 2023.	
Contra	actor	
	By:	
	Title:	
Surety	У	
	Ву:	
	Attorney-In-Fact	

PART IV – TECHNICAL SPECIFICATIONS & SPECIAL PROVISIONS

Oregon Standard Specifications for Construction, 2021 Edition

SPECIAL PROVISIONS

WORK TO BE DONE

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

- 1. Install 8" PVC ASTM D3034 Pipe; 424 LF
- 2. Install new catch basins, Type G-2; three (3)
- 3. Rehabilitate existing 8" pipe by installing cured in place pipe lining; 271 LF
- 4. Perform thin lift overlay and miscellaneous paving operations; 365 tons.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the 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. 2023-02

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 provide survey points in a DWG file or text file to the Contractor. The contractor will use survey points to provide the Construction Surveying and perform earthwork slope staking, including grade, cross sections, intersections and matchlines, 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.

00150.15(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.

00150.50(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 be adjusting Utilities within the limits of the Project during the period of the Contract.

Table 00150-1

Utility	Contact Person's Name, Address, Email, and Phone Number
NW Natural	Darrell Hammond
	NW Natural – Field Engineering Technician
	T: 503.585.6611 x8035
	C: 541.981.0164
	d5h@nwnatural.com
PGE	Tyesha McDougal
	Key Customer Manager
	T: 503-464-7534
	C: 971-347-4631
	tyesha.mcdougal@pgn.com
Datavision	Jason Riggs
	Construction Coordinator
	T: 503-792-3611
	C: 503-932-2727
	<u>jriggs@datavision.coop</u>
Wavebroadband	Jerry Benson
	Technical Operations Construction Coordinator 1
	C: (503) 307-0350
	oregon.construction@astound.com
Lumen	Travis Vaughn
Technologies	Network Implementation Engineer
	T: 503-399-4931
	C: 503-798-1009
	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:

00170.85(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 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(f)(2) Scale Without Automatic Printer - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

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 with the following subsection:

00195.10 Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) will be established by the Agency each month and will be based on the published prices of PG 64-22 asphalt cement furnished by Poten & Partners, Inc. The Portland, Oregon area prices will be used as the basis of the MACMP. The area selected as the basis of the MACMP, once chosen, will become the sole area to be used as the basis for all asphalt cement used on the Project. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

For information regarding the calculation of the MACMP, and for the actual MACMP, go to the Agency website at:

https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx

If the Agency-selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

- **(b)** Base Asphalt Cement Material Price (Base) The base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the Bid Opening date.
- **(c) Monthly Asphalt Cement Adjustment Factor** The monthly asphalt cement adjustment factor will be determined each month as follows:
 - If the MACMP is within ± 5% of the Base, there will be no adjustment.
 - If the MACMP is more than 105% of the Base, then:

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Adjustment Factor = (MACMP) - (1.05 x Base)
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• If the MACMP is less than 95% of the Base, then:

Adjustment Factor = $(MACMP) - (0.95 \times Base)$

- (d) Asphalt Cement Price Adjustment A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.
- (e) **Asphalt Binder Conversion**: For the purpose of asphalt material escalation, it is assumed that a conversion rate of .06 tons of Binder per ton of ACP.

The Pay Items for which price adjustments will be made are:

Pay Item(s)

Level 3, 1/2" Dense ACP

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

00199.40(c) Step 2: Agency Level Review - Replace the paragraph that begins "If the Contractor does not accept the Step 2 ..." with the following paragraph:

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim

SPECIAL PROVISIONS BID No. 2023-02

be advanced to Step 3 or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages as provided in 00180.85 multiplied by the number of Calendar Days in question. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40(e)(1) Lane Closures – One Traffic Lane 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 on January 1
- Martin Luther King Jr Day on the third Monday in January
- Presidents Day on the third Monday in February
- Memorial Day on the last Monday in May
- Juneteenth on June 19
- Independence Day on July 4
- Labor Day on the first Monday in September
- Veterans Day on November 11
- Thanksgiving Day on the fourth Thursday in November
- Day After Thanksgiving Day on the Friday after the fourth Thursday in November
- Christmas Eve on December 24
- Christmas Day on 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:

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

The Contractor shall prepare a Project specific TCP.

00221.06(c) Tourist Oriented Directional and Business Logo Signs – Delete this subsection.

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 Project's 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 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope – Add the following to the end of this subsection:

In addition to the requirements of the ODOT Construction Surveying Manual for Contractors, establish Engineering Stationing at 50 foot intervals for the length of the project along the shoulder of the highway. Maintain the stationing so it is visible throughout construction of the project.

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:

- Encountered in the work
- Located within 2 feet below subgrade
- · Located within 2 feet of finished slope

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

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

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

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.

00330.91(d) General Excavation - Replace the last sentence of the fourth bulleted item with the following:

When such excavation is not part of a continuous operation, the roadway excavation is complete, and the Contractor is required to move Equipment in to perform the excavation, the excavation will be paid according to 00331.90.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

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.

00330.94 Embankment Basis Payment - Delete the paragraph that begins "Excavation of unstable...".

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 the sentence that begins "Upon completion of backfill and just prior to Pavement resurfacing,...", with the following:

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.

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:

00415.40 (f) Recording Format and Labeling – Replace this subsection with the following:

00415.40 (f) Recording Format and Labeling – Record the video inspection using the latest version of *NASSCO's* PACP/MACP.

Furnish recordings on NASSCO PACP/MACP program and inventory sheets on CD 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 pre-construction or post-construction video, filenames, and description of the file contents.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Slump - 5 inches..." with the following bullets:

- **Slump** 5 inches or less
 - For concrete sidewalks, curb ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

00440.13 Field-Mixed Concrete - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

00440.40(b) Placing - Add the following bullet to the end of the bullet list:

 When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.91 Payment - Add the following bullet to the bulleted list:

Connections to Existing Structures

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.41(c) Grates, Frames, Covers and Fittings - Replace this subsection, except for the subsection number and title, with the following:

Set metal frames for manholes on full non-shrink grout beds to prevent infiltration of surface water or groundwater between the frame and the concrete of the manhole section. If concrete is to be poured around the frames, coat the portion of the frame that will contact the concrete with hot asphalt before placing the concrete. Set frames, covers and grates true to the locations and grades established. Clean bearing surfaces and provide uniform contact. The use of a bolt adjustment system for frames from the QPL is allowed. Secure all fastenings. Construct all mortared, sanitary sewer manhole necks and all riser ring joints made with non-shrink grout using an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted.

00470.42 Precast Concrete Catch Basins and Inlets - Add the following sentence to the end of this subsection:

Grade adjustments using a bolt system from the QPL is allowed.

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 14 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. 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.

00641.44(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.

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 subsection 00641.41(a). Road mix is not allowed on this Project.

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. Approximately 4.5 Tons of Emulsified Asphalt in tack coat will be required on this Project.

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.

Add the following subsection:

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, notify the Engineer before performing corrective action.

Add the following subsection:

00759.23 Concrete Resurfacing Equipment - Furnish power-operated scarifying Equipment capable of uniformly removing and preparing the existing surface to depths required. For concrete grinding operations, furnish 12 segment grinders, fine-toothed scarifying Equipment, or other approved grinding Equipment.

00759.50(a) General - Add the following paragraphs to the end of this subsection:

Install truncated domes as shown. Place according to the manufacturer's recommendation. Install abutting truncated dome panels with no more than 1/4 inch spacing. Install anchors along cut edges of truncated dome panels according to manufacturer's recommendations.

In addition, finish concrete surfaces of Structures to be within the established Slopes and dimensions allowed by the Standard Drawings and Plans. Repair or remove and replace Structures not meeting the Standard Drawings and Plans at no additional cost to the Agency.

Perform correction of defects according to 00759.55.

00759.50(c) Driveways, Walks, and Surfacings - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown, and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure driveway and sidewalk cross slopes on the Pedestrian Access Route.

00759.50(d) Curb Ramps - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

Add the following subsection:

00759.55 Correction of Deficient Structures - Unless otherwise approved, notify the Engineer before performing corrective action. Correct deficiencies at no additional cost to the Agency. Perform corrective actions as directed, according to the approved corrective action plan, and according to the following:

- (a) Minor Corrective Action Submit Equipment and procedure for minor corrective action to the Engineer for approval. Minor corrective action can be performed to correct a deficiency up to 1 square foot per panel. Limit minor corrective action to one area per panel. Perform minor corrective action according to the following:
 - (1) Concrete Grinding Grinding to correct high area deficiencies is limited to 3/16 inch. Use equipment meeting the requirements of 00759.23. Resurface all ground concrete surfaces according to 00759.55(a)(2).
 - **(2) Concrete Resurfacing** Resurfacing to correct low area deficiencies is limited to 3/16 inch depth. Existing concrete is to be at least 7 Days old prior to resurfacing. Resurface repair areas according to the following:
 - a. **Keyway** Sawcut a keyway at the boundaries of repair areas that are not already defined by panel control joints. Sawcut is to be 1/8 inch wide by 1/4 inch deep. Bevel inside edge of keyway at a 45 degree angle.
 - b. **Surface Preparation** Prepare limits of repair area by grinding using Equipment from 00759.23. After grinding, sandblast the surface of the repair area. Clean the surface using a low pressure washer, less than 5,000 psi.
 - c. **Presoak** Presoak the repair area for a minimum of 30 minutes to saturated surface dry. Prior to resurfacing, ensure there is no ponding water on the surface.

- d. **Resurface** Provide concrete resurfacer from the QPL according to 02015.60; refer to QPL remarks to select an appropriate material based on allowable installation depths. Furnish resurfacer in a color that closely matches the color of surrounding concrete surfaces. Mask boundaries of the repair area. Use hand tools to work resurfacer into keyways and match existing grade at boundaries. Apply a light broom-finish to achieve non-slip surface.
- e. **Curing and Return to Traffic** Wet cure for a minimum of 1 hour or per the manufacturer's recommendation, whichever is more restrictive. Follow manufacturer's recommendation for return to traffic time.
- (3) ACP Grinding Taper grind to match existing Pavement with a minimum grinding width of 1 foot for each 1/4 inch of ACP removed.
- **(b) Acceptance of Structures** Once the corrective work or replacement has been completed, acceptance will be based on the Engineer's inspection and approval of the Structure.

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
- · developing corrective action plans

SECTION 00869 - CURB AND NON-TRAVERSABLE MEDIAN MARKINGS

Section 00869, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00869.00 Scope - In addition to the requirements of Section 00850, 00860, and 00865, install curb markings and non-traversable median markings according to the following Specifications.

Labor

00869.31 Manufacturer-Certified Installers - Provide certified installers according to 00850.31 for thermoplastic applications.

Construction

00869.45 Installation - Apply curb markings and non-traversable median markings only when the following conditions are met:

- The ambient temperature is at least 50 °F and rising
- The pavement has been dry for at least 48 hours
- 30 Calendar Days of cure time for new concrete curb or median.

Apply the Material to the pavement according to the manufacturer's installation instructions to the full height and width of curb or median as shown in the Plans.

Apply one or more of the following marking material types:

- **Paint** Apply according to 00860.45 along full height of curb face and along full width of top of curb or non-traversable median.
- Thermoplastic, Sprayed Apply according to 00865.45, using Method B Spray Markings to the full height of curb face and along full width of top of curb or non-traversable median.
 - Apply each application of painted thermoplastic marking at a thickness of 60 mils.

Measurement

00869.80 Measurement - The quantities of non-traversable median markings will be measured on the area basis. The quantities of curb markings will be measured on the length basis.

Payment

00869.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

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

SPECIAL PROVISIONS 16 of 21 BID No. 2023-02

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

00902.10 Materials - Furnish Materials meeting the following requirements:

Commercial Grade Concrete	00440
Steel	01070.10 and 01070.12
Signs	

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.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.30 Licensed Electricians - Replace the paragraph that begins "According to the Oregon Administrative Rule ..." with the following paragraph:

According to the Oregon Administrative Rule 918-282-0120(1), no person or entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282.

Field test according to 00987 for Intelligent Transportation Systems (ITS).

SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows: **00990.90 Payment** - Delete Pay Item (c) from the pay item list.

Delete the paragraph that begins "Item (c) includes furnishing and installing..."

Replace the paragraph that begins "In Items (a), (b), (c), (d), (f) ..." with the following paragraph:

In Items (a), (b), (d), (f) and (g), the intersection location will be inserted in the blank.

Replace the paragraph that begins "Item (b) includes furnishing and replacing..." with the following paragraph:

Item (b) includes furnishing and replacing or installing items for an existing traffic signal installation and the detection system.

Replace the paragraph that begins "Mast arm pole and strain pole foundations ..." with the following paragraph:

Drilled shaft foundations for traffic signal 15 foot through 55 foot mast arm supports will be paid for according to 00963.90. Drilled shaft foundations for traffic signal 60 foot through 75 foot mast arm supports will be paid for according to 00921.90.

Crosswalk closure supports will be paid for according to 00902.90.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(c) Pure Live Seed - Replace this subsection, except subsection number and title, with the following subsection:

Use the PLS specified rate listed in 01030.13(f) for determining PLS application rates. Ensure the PLS application rate meets the PLS specified rate. Apply pre blended seed mixes, with multiple species, at a PLS application rate ensuring all species meet or exceed the PLS specified rate for each species in the seed mix.

PLS application rate for an individual seed species is determined as follows:

- PLS specified rate is listed in 01030.13(f)
- PLS factor is obtained by multiplying the seed label germination percentage times the seed label purity percentage. Use the purity and germination percentages from the label on actual bags of seed to be used on the Project.
- PLS application rate is obtained by dividing the PLS specified rate by the PLS factor.

For a seed mix, make this calculation for each seed species in the mix and then adjust as follows:

- Using the seed tag, determine the weight of each seed species in the bag and use this
 information to find the percentage, by weight, of each seed species is in 1 pound for
 the pre-blended mix.
- Divide the percentage by weight of each seed species, per pound, for the pre-blended mix, by the PLS application rate for that specific seed species.

Determine the highest application rate in the seed mix and apply the seed mix at that application rate.

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

Lawn Seeding:

Name	PLS Specified Rate
	(lb/acre)

Fine Fescue** 8.0 Perennial Ryegrass** 53.4 Kentucky Bluegrass** 152.5

Fine Fescues:

Creeping Red Fescue: Fortress, Ensylva

Chewings Fescue: Banner, Highlight, Koket, and Jamestown. Pennlawn and Cascade are acceptable only in Eastern Oregon.

Perennial Ryegrass:

Citation, Derby, Diplomat, Manhattan, Omega, Pennfine, Regal, and Yorktown II. Only Manhattan and Pennfine are acceptable east of the Cascades.

Kentucky Bluegrass:

Adelphi, Baron, Ben-Sun, Birka, Bonnieblue, Fylking, Galaxy, Glade, Majestic, Merion, Monopoly, Primo, Sydsport, and Victa.

^{**} Acceptable varieties (All of these varieties are trademarked):

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions: Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume..." with the following sentence:

Pozzolans - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins "**Supplementary Cementitious Materials** - Fly ash, silica fume..." with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.15(a) Current Mix Designs - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

02001.20(a) Strength - Replace Table 2001-1 with the following Table 2001-1:

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio					
Type of Concrete	Strength f'c (psi)	Maximum w/cm Ratio			
	3300	0.50			
	3300 (Seal)	0.45			
	4000				
Structural	4000 (Drilled Shaft)	0.48			
	HPC4500	0.40			
	HPC(IC)4500				
	5000 +				
Paving	4000	0.44			
PPCM's (with cast-in- place decks and	5000	0.48			
	5500	0.44			
no entrained air)	6000 +	0.42			

02001.30(e)(1) HPC Coarse Aggregate Content - Delete the paragraph that begins "Two or more Aggregate products or sources..."

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

Add following subsection:

02926.41(f) Electrical Splice Materials - Furnish electrical splice materials meeting the following requirements:

- **Split bolt** Made of silicon bronze to securely join the wires both mechanically and electrically.
- **Heat-shrink tubing** Split-resistant and adhesive-lined tube made of polyolefin complying with UL 224 or UL 486D, temperature range -67 °F to 230 °F, with 600 V rated inner melting wall or liner to provide void-free encapsulated insulation.
- **Insulating rubber tape** Electrical grade, nondrying, rubber based, elastic type complying with ASTM D4388.
- **Insulating vinyl plastic tape** Low temperature (0 °F) resistant, vinyl chloride plastic, electrical insulating tape with pressure-sensitive adhesive. Comply with ASTM D3005.



LEGION PARK PARKING LOT IMPROVEMENTS BID No. 2023-02 HWY 214 HWY 214 HWY 211 5 1365 PARK AVE. INDEX OF DRAWINGS SHEET NO. **TITLE** DWG NO. TITLE SHEET G-1CONSTRUCTION NOTES G-2SS AND SD PLAN & PROFILE STORAGE SHED DRIVEWAY PLAN C-2PARKING LOT OVERLAY PLAN' C-3PARKING LOT STRIPING PLAN C-4**DETAILS** D - 1DETAILS D-2VICINITY MAP **PROJECT LOCATION** NTS PROJECT NO. 2022-001-38.2 DESIGNED: PJG LEGION PARK PARKING LOT IMPROVEMENTS THIS BAR IS ONE-INCH ON ORIGINAL DRAWING. DRAWN: PJG DATE MARCH 2023 REVIEWED: TITLE SHEET DWG NO. HORIZONTAL DATUM: LOCAL VERTICAL DATUM: LOCAL PLOT DATE: March 8, 2023 ENGINEERING DIVISION

GENERAL NOTES:

- CONTRACTOR SHALL COMPLY WITH THE 2021 ODOT EDITION OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION AND AS MODIFIED BY THE SPECIAL PROVISIONS.
- 2. UNLESS APPROVED IN WRITING, BY THE CITY ENGINEER, ALL WORK SHALL BE ACCOMPLISHED BETWEEN 7:00 AM AND 7:00 PM., MONDAY THROUGH FRIDAY
- 3. CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS AND SPECIFICATIONS, INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE REQUIREMENTS AND PROVIDE A COMPLETE PROJECT.
- 4. RESTORATION SHALL BE COMPLETED TO ALL PROPERTIES THAT ARE AFFECTED DUE TO CONSTRUCTION ACTIVITIES. RESTORATION SHALL BE CONSIDERED INCIDENTAL TO THIS PROJECT.
- 5. 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.
- 6. ANY INSPECTIONS BY THE ENGINEER AND/OR HIS REPRESENTATIVE SHALL NOT, IN ANYWAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH APPLICABLE CODES AND AGENCY REQUIREMENTS.
- 7. CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, AND TRAFFIC CONES PER THE CITY APPROVED TRAFFIC CONTROL PLAN AND IN ACCORDANCE WITH THE MUTCD (INCLUDING OREGON AMENDMENTS). ALL TRAFFIC CONTROL DEVICES SHALL BE APPROVED AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY. CONTRACTOR SHALL NEVER LEAVE THE SITE IN A STATE THAT IS DEEMED, BY THE ENGINEER AND/OR OTHER APPROVED AGENT, TO BE A PUBLIC SAFETY RISK.
- 8. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED PLAN DRAWINGS ON SITE AT ALL TIMES WHEREON HE WILL RECORD ALL APPROVED CHANGES AND/OR DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS, AS WELL AS THE STATION AND DEPTHS OF ALL EXISTING UTILITIES ENCOUNTERED. THESE DRAWINGS SHALL ALWAYS BE AVAILABLE TO THE ENGINEER FOR INSPECTION.
- UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS—BUILT INFORMATION TO THE ENGINEER.
- 10. THE CONTRACTOR SHALL CONFORM TO DEQ STORM WATER PERMIT No. 1200C FOR CONSTRUCTION ACTIVITIES WHERE 1 ACRE OR MORE AREA IS DISTURBED.
- 11. CONTRACTOR MAY PROCURE WATER FROM A CITY FIRE HYDRANT ONLY AFTER APPROVAL OF THE ENGINEER, INSTALLATION OF BACKFLOW PREVENTOR BY CITY DRINKING WATER SECTION CREWS, AND PAYMENT OF APPROPRIATE FEES TO THE WATER SECTION, IF REQUIRED.
- 12. CONTRACTOR SHALL NOTIFY CITY AND ALL UTILITY COMPANIES A MINIMUM OF 2 WORK DAYS PRIOR TO START OF CONSTRUCTION ACTIVITIES AND COMPLY WITH ALL OTHER REQUIREMENTS OF ORS 757.541 TO 757.571.
- 13. CONTRACTOR SHALL CONFINE ALL IMPROVEMENT WORK TO WITHIN THE RIGHT-OF-WAY OR CITY PROPERTY.

- 14. EROSION CONTROL, DUST CONTROL AND DRAINAGE CONTROL IS REQUIRED AT ALL TIMES. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL WORK, ADJACENT PROPERTIES AND ALL FACILITIES FROM EROSION AND SILTATION DURING THE COURSE OF THE WORK. DAMAGE TO EXISTING FACILITIES AND PROPERTIES DUE TO EROSION AND SILTATION SHALL BE CORRECTED AT THE SOLE EXPENSE OF THE CONTRACTOR.
- 15. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DUST CONTROL MEASURES TO REDUCE DUST EMISSIONS.
- 16. THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE COMPILED FROM THE BEST AVAILABLE RECORDS AND FIELD SURVEYS. THE ENGINEER AND UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY.
- 17. THE CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WHERE NEW FACILITIES CROSS. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION IN ORDER FOR THE ENGINEER TO MAKE NECESSARY GRADE MODIFICATIONS WITHOUT DELAYING THE WORK. ALL UTILITY CROSSINGS SHALL BE POTHOLED PRIOR TO EXCAVATING OR BORING TO MITIGATE POTENTIAL GRADE CONFLICTS. POTHOLING SHALL BE CONSIDERED INCIDENTAL TO THIS PROJECT.
- 18. 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.
- 19. CONTRACTOR SHALL BE AWARE THAT OTHER UTILITIES MAY BE RELOCATED BY OTHERS IN SAME AREA OF CONSTRUCTION SHOWN IN THE PLANS. CONTRACTOR SHALL COORDINATE WORK WITH FRANCHISE UTILITIES.
- 20. 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.
- 21. ALL EXISTING FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER.
- 22. UTILITIES, OR INTERFERING PORTIONS OF UTILITIES, THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OR PLACE CONTROLLED DENSITY FILL IN ABANDONED FACILITIES OR AS SPECIFIED IN THE PROJECT PLANS.
- 23. 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.
- 24. ANY AND ALL WELLS, SEPTIC TANKS AND/OR FUEL TANKS ENCOUNTERED DURING CONSTRUCTION SHALL BE PUMPED OUT. CONTRACTOR SHALL THEN ABANDON THEM IN ACCORDANCE WITH DEQ OR OREGON WATER RESOURCES DEPARTMENT REQUIREMENTS. THIS WORK SHALL BE BY PRE-APPROVED CHANGE ORDER FOR EXTRA WORK.

- 25. CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO ENSURE THAT PUBLIC RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST AND/OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.
- 26. CONSTRUCTION ACTIVITIES SHALL BE MONITORED AND MAINTAINED TO ENSURE NO PONDING OF EXCESS WATER OCCURS.
- 27. WHEN APPROVED BY THE ENGINEER, THE CONTRACTOR SHALL PUMP FLUIDS AND DEBRIS FROM DEWATERING ACTIVITIES INTO THE CITY SANITARY COLLECTION SEWER SYSTEM.
- 28. GRADES SHOWN ON PLANS SHALL BE ACCOMPLISHED TO THE TOLERANCES INDICATED IN THE STANDARD TECHNICAL SPECIFICATIONS WITHIN THE BID DOCUMENTS.
- 29. ASPHALT CONCRETE PAVEMENT REPAIR SHALL BE EQUAL TO THE THICKNESS OF EXISTING, ADJACENT CONDITIONS OR MINIMUM SHOWN ON THE PLANS (WHICHEVER IS GREATER).
- 30. AT THE END OF EACH WORKING DAY ALL OPEN TRENCHES SHALL BE BACKFILLED AND ALL TRENCHES SHALL BE TEMPORARILY PAVED.
- 31. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SURVEYS.
- 32. ALL NON-METALLIC PIPES SHALL HAVE AN ELECTRICALLY CONDUCTIVE INSULATED 12 GAUGE COPPER TRACER WIRE THE FULL LENGTH OF THE RUN.
- 33. NO JOINT DEFLECTIONS WILL BE ALLOWED ON THE SANITARY SEWER OR STORM SEWER.
- 34. PRIOR TO MANDREL TESTING OF FINAL ACCEPTANCE, FLUSH AND CLEAN ALL STORM DRAINS, AND REMOVE ALL FOREIGN MATERIALS FROM THE MAINLINES. MANHOLES AND CATCH BASINS.
- 35. MANHOLE, VALVE AND MONUMENT COVERS SHALL BE CLEANED AND FREE OF EXCESS AGGREGATES AS WELL AS LOOSENED FOR MAINTENANCE ACTIVITIES PRIOR TO CONTRACTOR DEMOBILIZING OFF SITE.



CALL BEFORE YOU DIG! 1-800-332-2344

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)

THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.

DESIGNED: PJG
DRAWN: PJG
REVIEWED:
APPROVED:
HORIZONTAL DATUM: LOCAL
VERTICAL DATUM: LOCAL

-	REVISIONS:		
MOODRUR N			
OREGON Incorporated 1889			
PUBLIC WORKS DEPARTMENT			
ENGINEERING DIVISION			ĺ

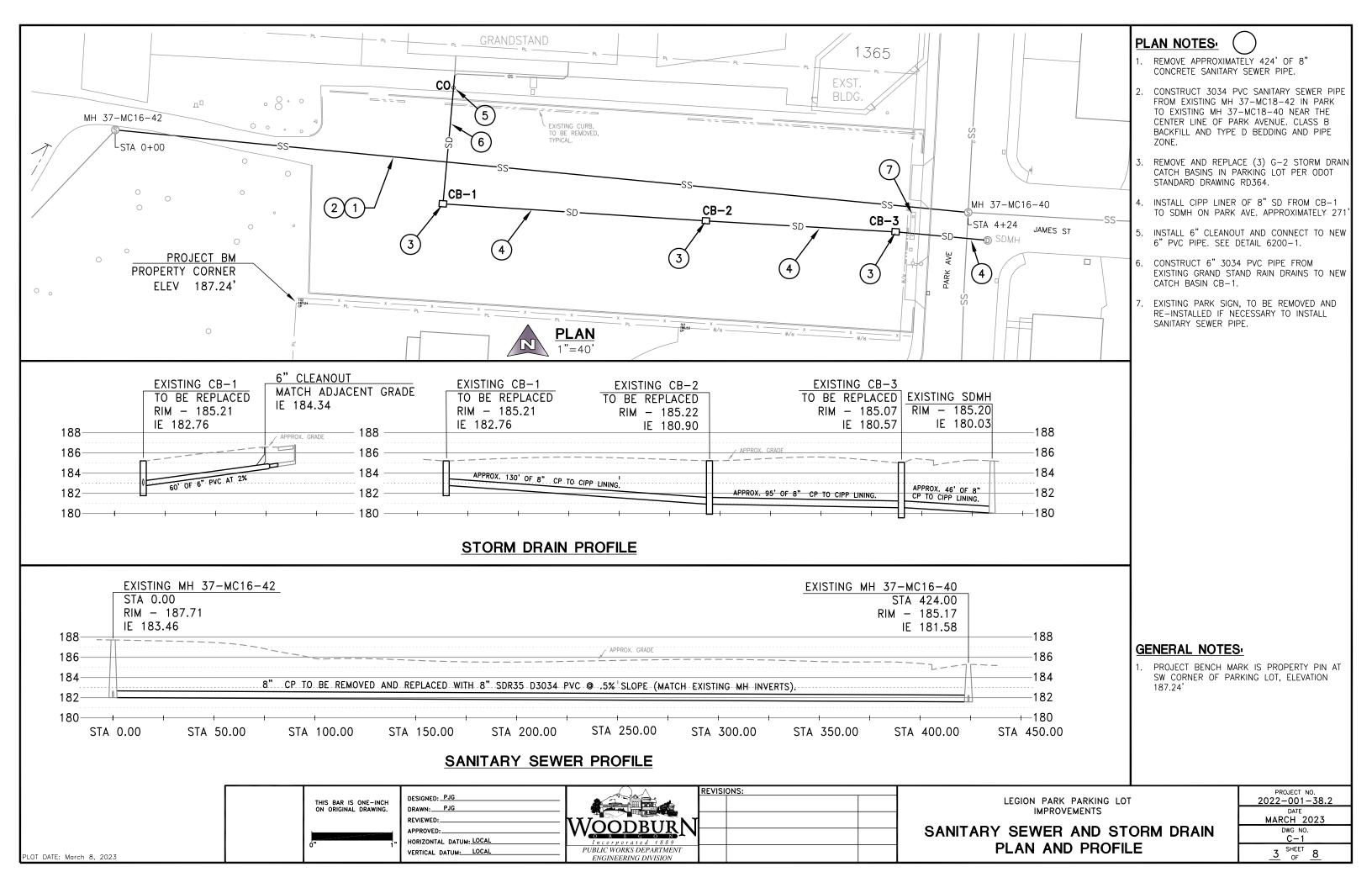
LEGION PARK PARKING LOT IMPROVEMENTS

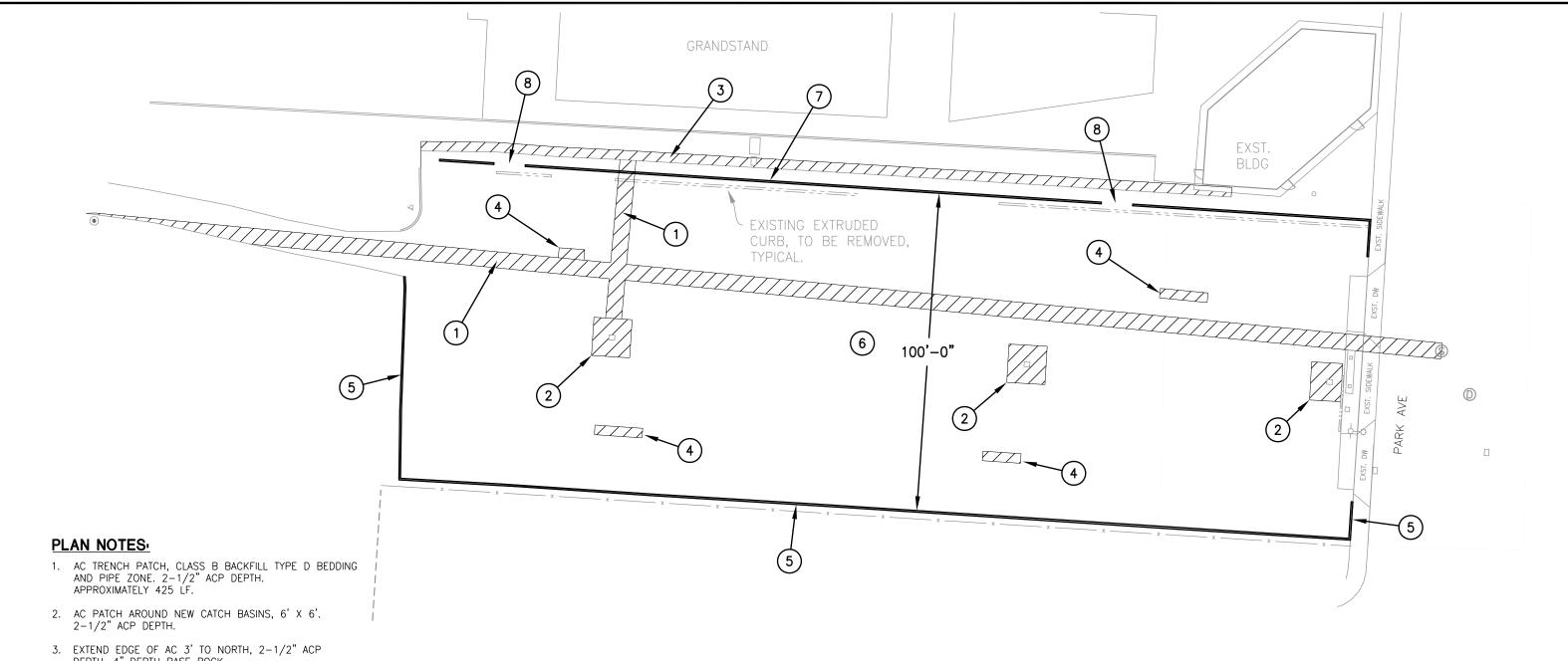
CONSTRUCTION NOTES

PROJECT NO. 2022-001-38.2 DATE MARCH 2023

DWG NO.

2 SHEET 8





- DEPTH, 4" DEPTH BASE ROCK.
- 4. MAKE FULL DEPTH REPAIR AS INDICATED ON DRAWING AND AS DIRECTED BY THE ENGINEER.
- 5. REMOVE ALL EXISTING EXTRUDED CURB AND CONSTRUCT EXTRUDED CURB IN ORIGINAL LOCATION ALONG EAST, WEST AND SOUTH BORDERS OF PARKING LOT.
- 6. 1-1/2" ACP OVERLAY ENTIRE PARKING LOT AND ACCÉSS ROAD.
- 7. CONSTRUCT EXTRUDED CURB ALONG NORTH EDGE OF PARKING LOT TO BE LOCATED APPROXIMATELY 2' NORTH OF EXISTING CURB (100' FACE TO FACE WITH SOUTH
- 8. COORDINATE CURB CUT WITH ADA ACCESSIBLE AISLE.

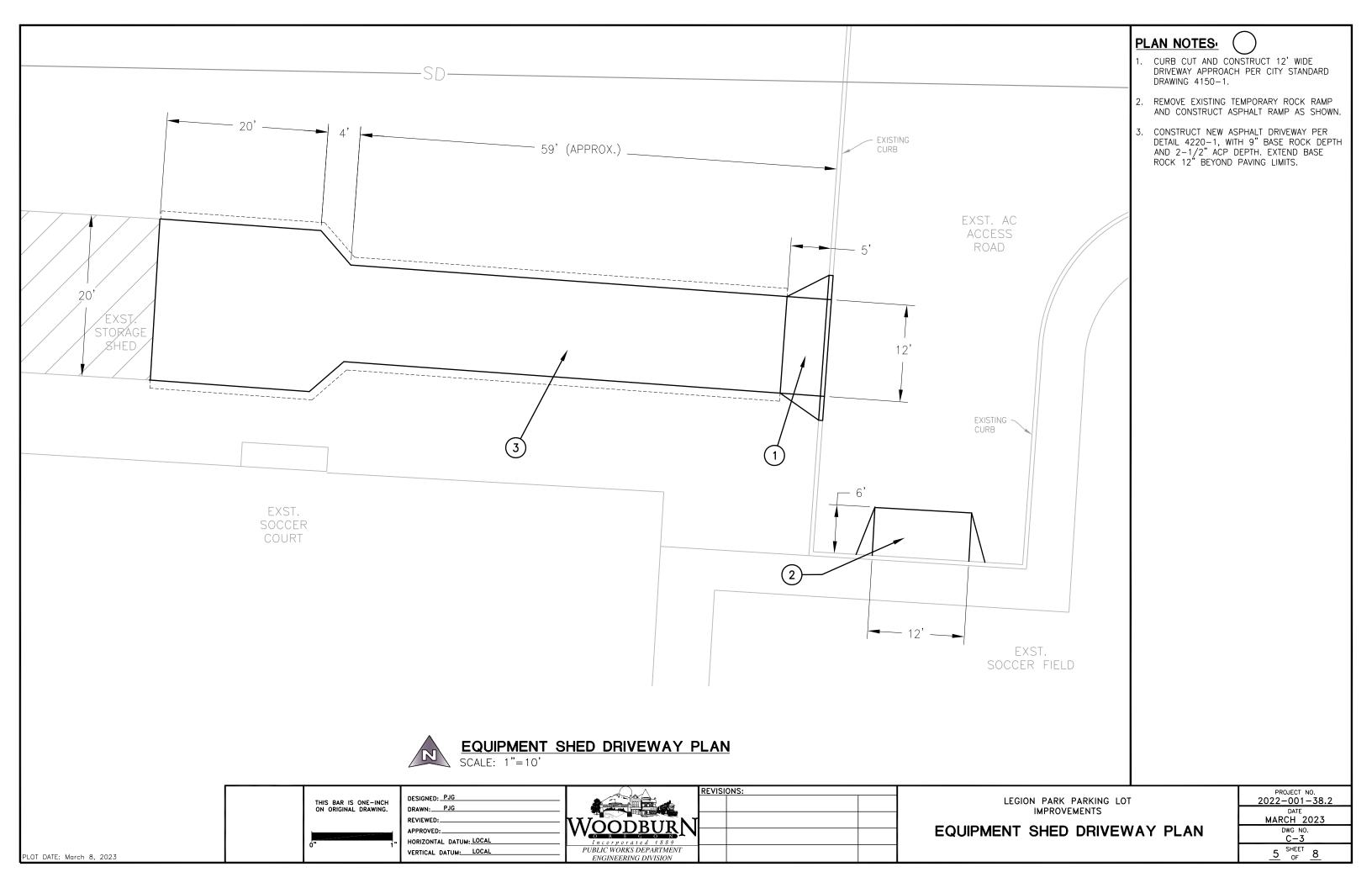


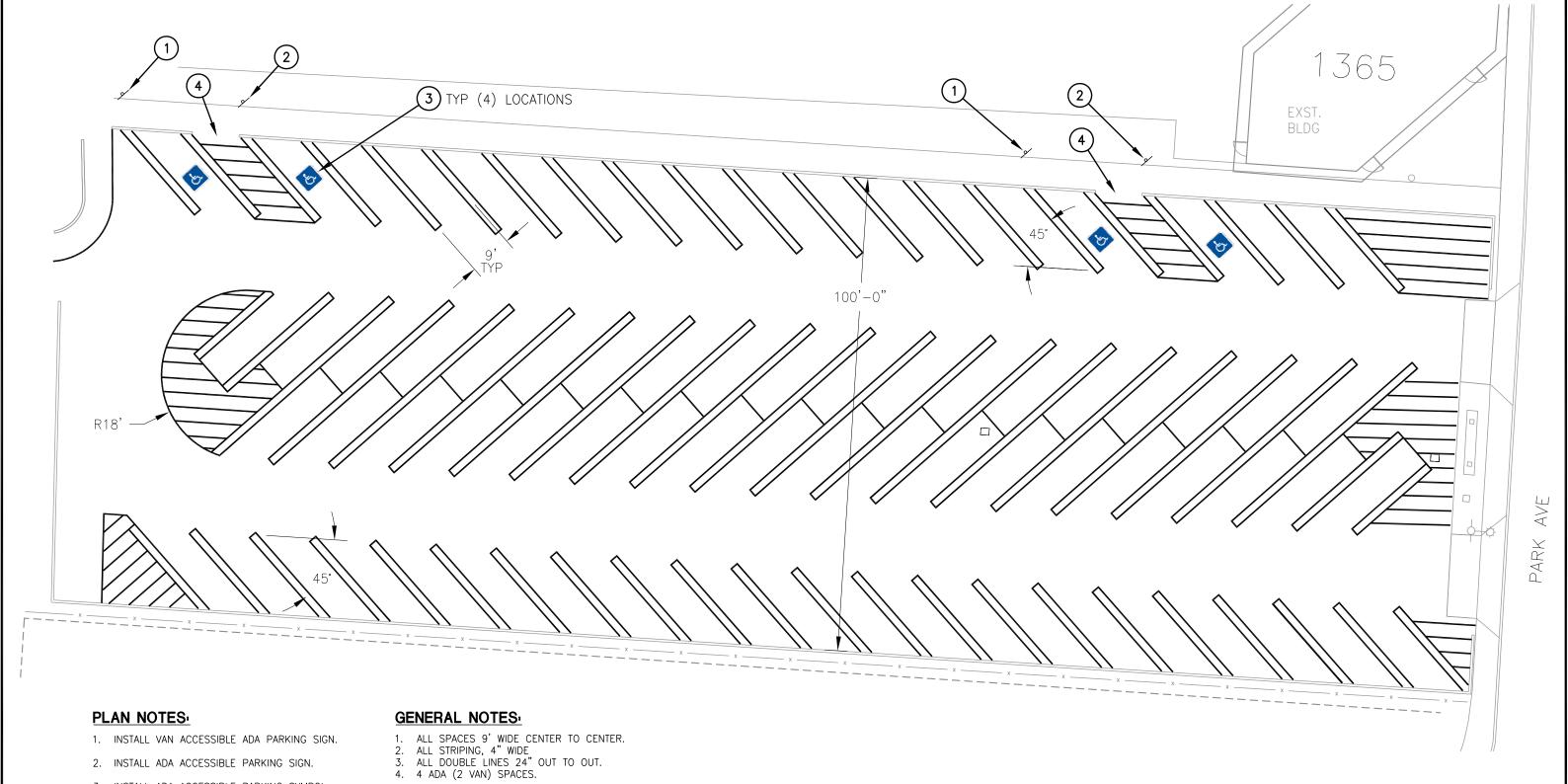
REVISIONS: DESIGNED: PJG THIS BAR IS ONE-INCH ON ORIGINAL DRAWING. DRAWN: PJG REVIEWED:_ APPROVED: HORIZONTAL DATUM: LOCAL VERTICAL DATUM: LOCAL ENGINEERING DIVISION

LEGION PARK PARKING LOT **IMPROVEMENTS**

PAVING AND CURB PLAN

PROJECT NO. 2022-001-38.2 DATE MARCH 2023 DWG NO. C-2 4 SHEET 8





- 2. INSTALL ADA ACCESSIBLE PARKING SIGN.
- 3. INSTALL ADA ACCESSIBLE PARKING SYMBOL (4 LOCATIONS).
- 4. COORDINATE CURB CUT WITH ADA ACCESSIBLE AISLE.



STRIPING PLAN SCALE: 1"=20'

DESIGNED: PJG THIS BAR IS ONE-INCH ON ORIGINAL DRAWING. DRAWN: PJG REVIEWED:_ APPROVED:_ HORIZONTAL DATUM: LOCAL VERTICAL DATUM: LOCAL

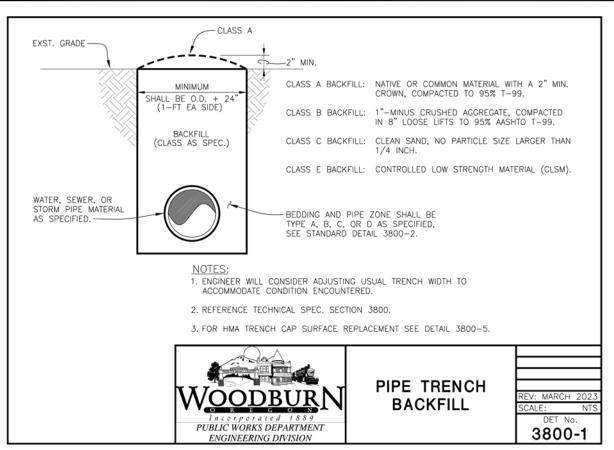
	REVISIONS:	
VAIDODBURN		
Incorporated 1889		
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION		

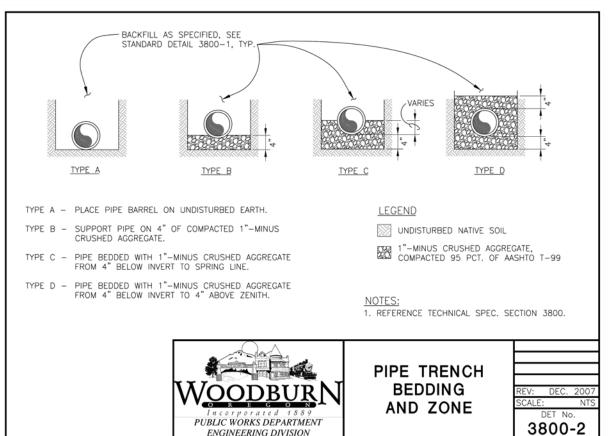
LEGION PARK PARKING LOT IMPROVEMENTS

STRIPING PLAN

PROJECT NO. 2022-001-38.2 DATE
MARCH 2023

DWG NO. C-4 6 SHEET 8





DESIGNED: PJG

DRAWN: PJG

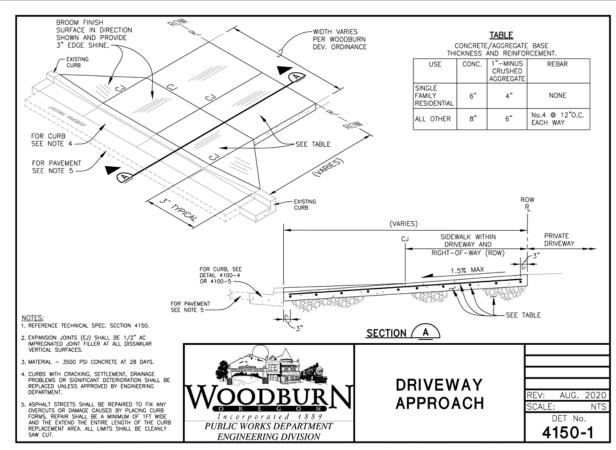
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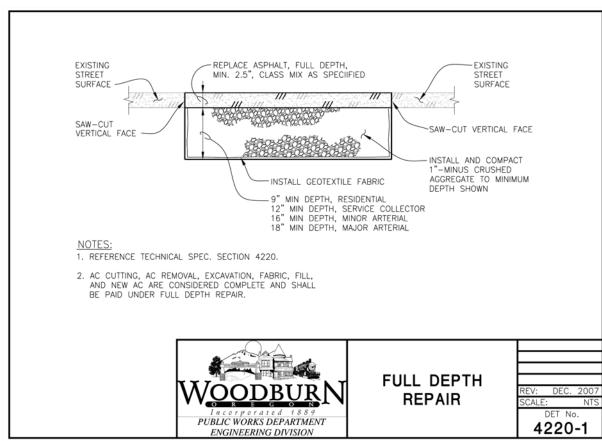
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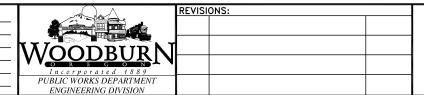
REVIEWED:

APPROVED:

THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.







LEGION PARK PARKING LOT IMPROVEMENTS

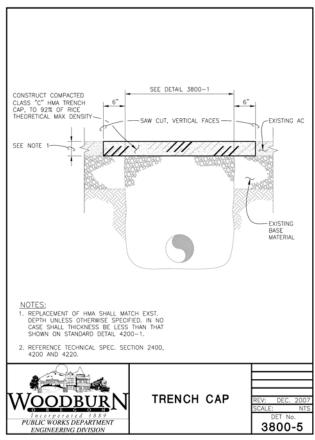
DETAILS

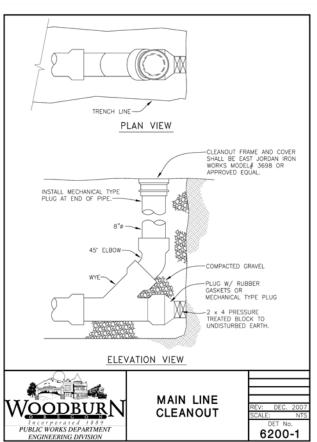
PROJECT NO.
2022-001-38.2

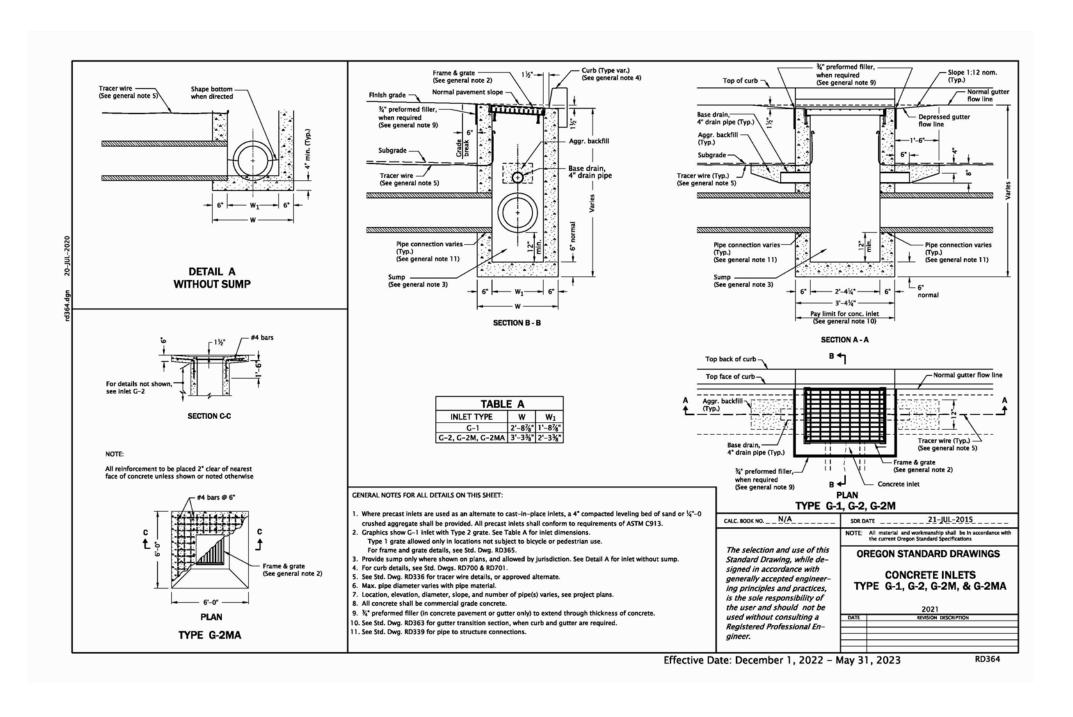
DATE
MARCH 2023

DWG NO.
D-1

7 SHEET 8







THIS BAR IS ONE-INCH
ON ORIGINAL DRAWING.

THIS BAR IS ONE-INCH
ON ORIGINAL DRAWING.

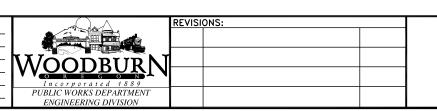
THE PROPERTY OF THE PROP

DESIGNED: _PJG

DRAWN: __PJG

REVIEWED: __
APPROVED: __
HORIZONTAL DATUM: LOCAL

VERTICAL DATUM: LOCAL



LEGION PARK PARKING LOT IMPROVEMENTS

DETAILS

PROJECT NO.
2022-001-38.2

DATE
MARCH 2023

DWG NO.
D-2

8 SHEET 8