## CONTRACT AND BOND DOCUMENTS

## PUBLIC WORKS DEPARTMENT CITY OF WOODBURN, OREGON



## **CLEVELAND STREET PARKING LOT RESTORATION PROJECT**

BID NUMBER:	2024-04
PROJECT NUMBER:	2023-012-28
BID OPENING DATE:	May 23, 2024
BID OPENING TIME:	2:00 P.M.
SUNSTANTIAL COMPLETION DATE:	June 30, 2024
<b>COMPLETION DATE:</b>	July 30, 2024

BID No: 2024-05

# CLEVELAND STREET PARKING LOT RESTORATION PROJECT

## BID DOCUMENTS MAY 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

## CLEVELAND STREET PARKING LOT RESTORATION PROJECT

## PROJECT No. 2023-012-28 BID NO. 2024-05

# 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: 2024-05 MAY 2024

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## **INVITATION TO BID**

## CLEVELAND STREET PARKING LOT RESTORATION PROJECT PROJECT No. 2023-012-28 BID No. 2024-05

Sealed bids for the construction of "Cleveland Street Parking Lot Restoration Project" will be received by the City of Woodburn at 190 Garfield Street until **2:00 PM**, **Thursday, May 23, 2024**, 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. 2024-04".

The major items of work are estimated quantities as follows:

- 1. Demolish existing parking lot surface and replace with asphalt (175 tons) over of aggregate base (313 tons);
- 2. Install catch basins, 2 Area Drains;
- 3. Construct extruded curb, 460 linear feet; and
- 4. Install pavement markings.

Plans and specifications may be examined at the Public Works – Engineering building, located at 190 Garfield Street, Woodburn, OR on or after Wednesday, May 8, 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>. Additionally, plans have been provided to the following plan center(s):

DJC Plan Center - Portland, OR

Bidders must be pre-qualified in accordance with the laws of the State of Oregon. Completed pre-qualification 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 (CCB). The Contractor and every Subcontractor must have a Public Works Bond filed with the CCB before starting work on the project. 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 provided. 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 may be forfeited to the City if the Contractor fails to execute the contract within the 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. 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 a responsive offer.

INVITATION TO BID BID No. 2024-05 Although contract award is expected to be made by the City Council on Monday, June 10, 2024, 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.

Project work shall be substantially complete by June 30, 2024; all work shall be complete by July 30, 2024.

Heather Pearson, City Clerk City of Woodburn

INVITATION TO BID BID No. 2024-05

## **INSTRUCTIONS TO BIDDERS**

## CLEVELAND STREET PARKING LOT RESTORATION PROJECT PROJECT No. 2023-012-28 BID No. 2024-05

#### 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. 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 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:

Cole Grube, Project Engineer

Phone: 503.982.5241

Email: cole.grube@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 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.
- C. The Engineer's cost estimated range for the construction of this project is between: \$60,000 and \$90,000.
- D. 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 site on their own.

## 6. AWARD OF THE CONTRACT:

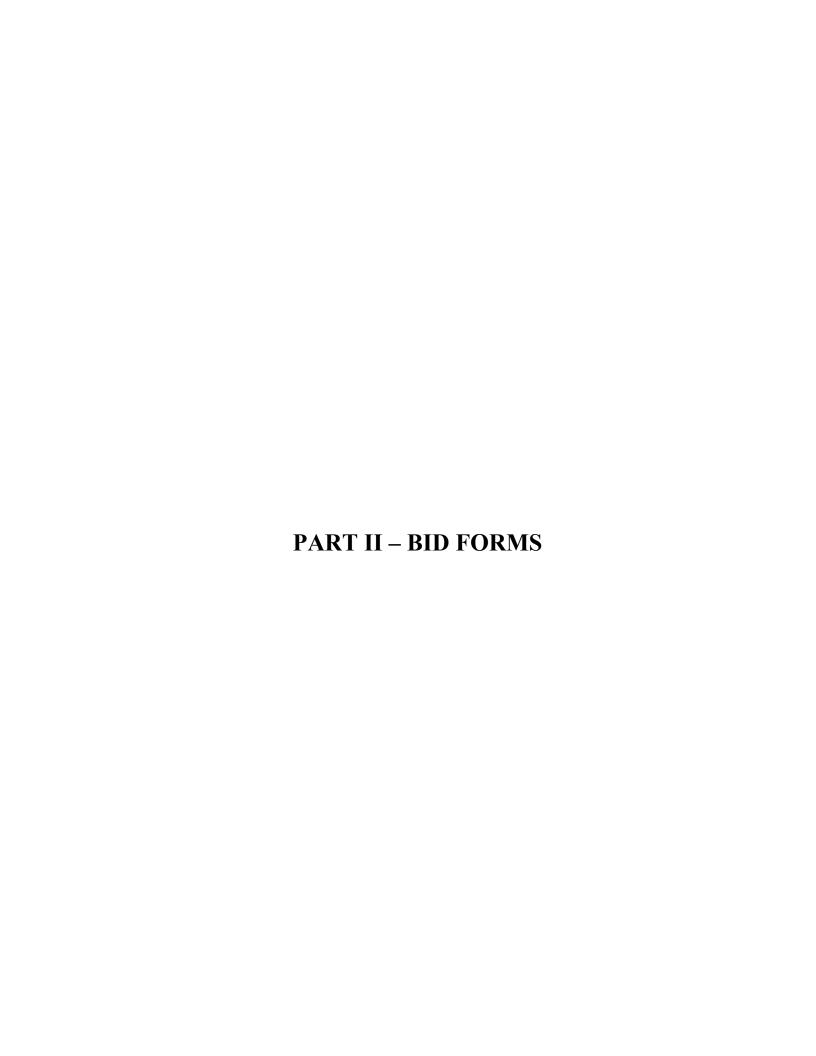
A. Award of the contract will be based on the lowest offer by a responsible Bidder, in accordance with Section 00130 of the Specifications, as modified by the Special Provisions.

## 7. SPECIAL CONCERNS:

- A. Provide access to 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. Project work shall be substantially complete by June 30, 2024; see the Special Provisions.
- B. All work shall be complete by July 30, 2024.



## **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**

## CLEVELAND STREET PARKING LOT RESTORATION PROJECT PROJECT No. 2023-012-28 BID No. 2024-05

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 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:

			-
(In Numbers): \$			
deposited herewith according to the conditions of shall be retained by the City of Woodburn, Oreg sum is a fair measure of the amount of damage the fail or refuse to enter into the contract for the sain in the Contract Documents. Bid security in the requirements as a bid bond.	gon, as liquidated dama ne City of Woodburn w d work and to furnish t	iges; and it rill sustain i he Performa	is agreed that the said n case the Bidder shall ance Bond as specified
If the Bidder is awarded a construction contra	act on this proposal,	the surety	who will provide the
Performance Bond will be:			
		W	hose address is:
,		,	
Street	City	State	Zip
Agents Name:			
Agents Name:		P1	hone No.
Agents Name:		Pl	hone No.
Agents Name:  The address for all communications concerned w			
	ith this Proposal and w	here the Co	ntract shall be sent is:
The address for all communications concerned w	ith this Proposal and w	here the Co	ntract shall be sent is:

	BID SCHEDULE A – PARKING LOT CLEVELAND STREET PARKING LOT RESTORATION PROJECT				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT	TOTAL PRICE
NO.				PRICE	
A1	Mobilization (00210)	LS	1	\$	\$
A2	Temporary Protection and Direction of Traffic (00225)	LS	1	\$	\$
A3	Erosion Control (00280)	LS	1	\$	\$
A4	General Excavation (00330)	CY	268	\$	\$
A5	Subgrade Stabilization (00331)	CY	15	\$	\$
A6	Concrete Inlet, Type Area Drain (00470)	EA	2	\$	\$
A7	Aggregate Base (00640)	TN	315	\$	\$
A8	Level 2, ½-inch Dense ACP (00744)	TN	175	\$	\$
A9	Concrete Curb, Extruded Curb (00759)	LF	460	\$	\$
A10	Longitudinal Pavement Markings- Paint (00860)	LF	750	\$	\$
A11	Pavement Legend: Type, AB: Arrows (00867)	EA	5	\$	\$
	SUBTOTAL: \$				

BID SCHEDULE B – LOCAL STREET PAVEMENT REPAIRS CLEVELAND STREET PARKING LOT RESTORATION PROJECT					
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT	TOTAL PRICE
NO.				PRICE	
B1	Mobilization (00210)	LS	1	\$	\$
B2	Temporary Protection and Direction of Traffic (00225)	LS	1	\$	\$
В3	10" Asphalt Concrete Pavement Repair – Hardcastle Ave	SY	22	\$	\$
	near Highway 99E (00748)				
B4	10" Asphalt Concrete Pavement Repair – Evergreen Road	SY	41	\$	\$
	at Stacy Allison Way (00748)				
B5	10" Asphalt Concrete Pavement Repair – E Lincoln Street	SY	40	\$	\$
	at Park Ave (00748)				
В6	Pavement Bar: Type B-HS (00867)	SF	22	\$	\$
·	SUBTOTAL: \$				

Bid Schedule A – Parking Lot Subtotal	\$
Bid Schedule B – Local Street Pavement Repairs Subtotal	\$
GRAND TOTAL:	\$

all persons interested in	pal officers of the corporation substantis Proposal as principals are as f		or of the partnership, o	r of
	etor or Partnership)			
(II Sole Proprie	etor or Partnersnip)			
In witness hereto the unc	lersigned has set his (its) hand this	s day of	, 20	
Signatur	re of Bidder	Title (If Cor	poration)	
	undersigned corporation has cau rized officer this day of			seal
Name of Corp:				
Oregon Corp. No:				
By:				
Title:				
CCB No:				
	A	Attest:Secre	tary	
"Bidder will c (Initial)	omply with the provisions of Oreg			
	Attest:		lov	
		D100	IFI	

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME:	CLEVELAND STREET PARKING LOT RESTORATION		
PROJECT No.:	2023-012-28		
BID OPENING DATE:	May 23, 2024 at 2:00 P.M.		
NAME OF BIDDING CONTRACTOR:			
	YOU WILL NOT BE USING ANY FII IE DISCLOSURE REQUIREMENTS		
Firm Name		Dollar Amount	
G. C. C. C.			
Category of Work		\$	
Firm Name		Dollar Amount	
Catalana and Walla		<u> </u>	
Category of Work		\$	
Firm Name		Dollar Amount	
Category of Work		4 .	
Category of work		\$	
Firm Name		Dollar Amount	
Catalan and Wash		1	
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 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 _		, 2024	l, by	and betw	veen
<u>•</u> ,	hereinafter	called	"CONTRACTOR"	and	the	CITY	OF
WOODBURN, an Oregon Municipal (	Corporation, l	nereinafte	er called "City" or "O	wner"			

The Contractor, for the consideration hereinafter named, does hereby agree to furnish all materials, equipment, labor and necessary implements for the construction of <u>CLEVELAND STREET PARKING</u> <u>LOT RESTORATION PROJECT</u> 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. (XX) 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 **June 10, 2024**, and agreed by the Contractor, is **\$XX**.

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.

	WHEREOF, the respective parties her ay and year first above written.	reto have each caused these presents to be executed in
CITY OF WOO	DBURN, OREGON	
ATTESTED:	Heather Pierson, CITY RECORDER	Frank Lonergan, MAYOR
CONTRACTOR	R:Organization	
By:		<u>.</u> Title:



## **NOTICE OF CONTRACT AWARD**

PROJECT: CLEVELAND STREET PARKING LOT RESTORATION PROJECT

PROJECT No: 2024-012-28

BID No: **2024-05** 

The Owner has considered the bid submitted by you on May 23, 2024, for the above-described work in response to its Invitation to Bid.

You are hereby notified that on **June 10, 2024**, 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.

Dated this $\underline{\mathbf{X}}$ of $\underline{\mathbf{X}\mathbf{X}\mathbf{X}\mathbf{X}}$ , 2024	
By: Date:	
Contractor shall fill in all information below this line and return original signed copy	
ACCEPTANCE OF NOTICE	
ACCEITANCE OF NOTICE	
Receipt of the foregoing Notice of Award is hereby acknowledged	
By:	
Title:	
Data	



Bond No.: 2023-012-28
Bid No.: 2024-05

## PERFORMANCE 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 duly authorized to transact a surety
business in the State of Oregon, as Surety, are	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 well and 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.: 2023-012-28
Bid No.: 2024-05

## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRES	<b>SENTS</b> that,,
as the Principal, and	, a corporation organized and
existing under the laws of the State of Ore	egon, and duly authorized to transact a surety
business in the State of Oregon, as Sure	ty, 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 an	d truly to be made, we and each of us, jointly
and severally, bind ourselves, our and o	each of our heirs, executors, administrators
successors and assign, firmly by these pre	sents.

**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.:	2023-012-28
Bid No.:	2024-05

## **MAINTENANCE/WARRANTY 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 duly authorized to transact a surety
business in the State of Oregon, as Surety, are	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, ou	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.

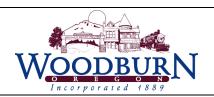
That if the Principal herein shall faithfully and truly observe the terms, provisions, conditions, stipulations, directions, and requirements of the Contract and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same and shall assume the defense of indemnify 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.
Contractor	
Ву:	
Title:	
Surety	
By:	
	Attorney-In-Fact

## **NOTICE TO PROCEED**

## PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION



PROJECT NAME:	CLEVELAND STREET PARKING LOT RESTORATION				
BID #:	2024-05 PROJECT No #: 2023-012-28				
AMOUNT:	\$	BEGIN DATE:			
CONTRACTOR:			CCB #:		
ADDRESS:					
You are hereby notified to commence work on the referenced contract and complete all the work of said contract not later than July 30, 2024. The substantial completion date is June 30, 2024.  The contract provides for the assessment of liquidated damages for each consecutive calendar day					
after the above-establication amount of: \$po	er day.	ompletion date that	the work remains	incomplete in the	
PM for THE CITY OF	WOODBURN:	Cole Grube			
DATE:					
Contractor: Complete in	tems below this line	and return Document to	Owner within seven (	7) days:	
CO Receipt of the foregoir SIGNED:		ACCEPTANCE (eed is hereby acknowledge)		:	
TITLE:					
DATE:					

# 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. Demolish existing parking lot and reconstruct in the same location;
- 2. Install two area drains;
- 3. Construct extruded curb; and
- 4. Install pavement markings.

## **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 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. 2024-05

#### 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:

If the Project requires, 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 own Utilities within the limits of the Project.

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		
	jriggs@datavision.coop		
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 00180 - PROSECUTION AND PROGRESS**

Comply with Section 00180 of the Standard Specifications modified as follows:

Add the following subsection:

**00180.50(h) Multiple Contract times** – All work included in Bid Schedule A, except for pavement markings, shall be completed by June 30, 2024.

All remaining work, pavement markings and the work included in Bid Schedule B, shall be completed by July 30, 2024.

## **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 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

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 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 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 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 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 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.

**00620.90 Payment** – Add the following sentence to the end of the this subsection:

When the Contract Schedule of Items does not indicate payment for the Work 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 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.

## **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 0.3 gallons per square yard.

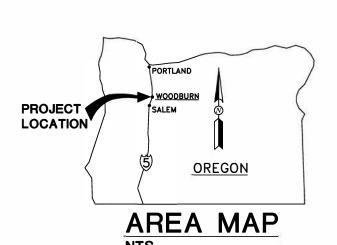
**00744.90 Payment** - Add the following bullet to the bulleted list:

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.

SPECIAL PROVISIONS BID No. 2024-05





## INDEX OF DRAWINGS

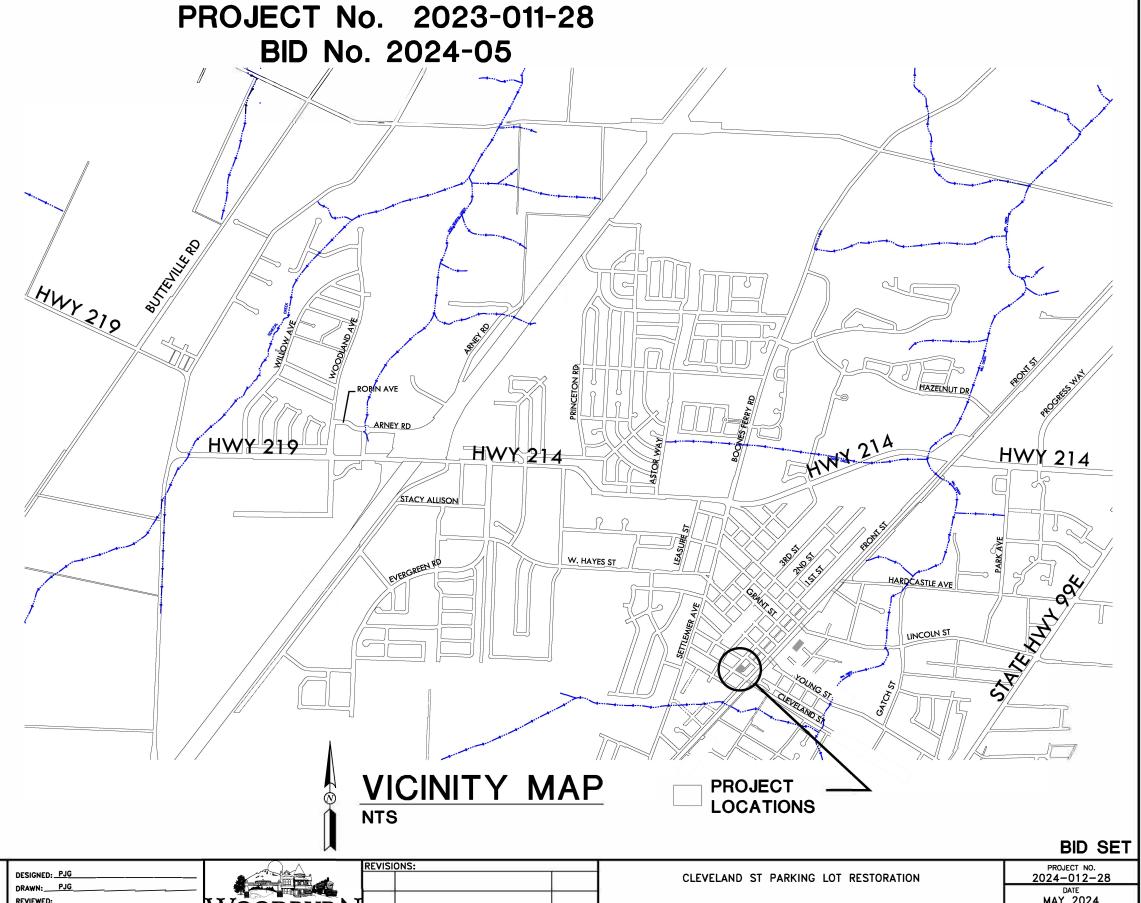
## SHEET NO.

TITLE

TITLE SHEET DEMOLITION AND PAVING 2.

CURB AND STRIPING PLAN

AREA DRAIN



THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.

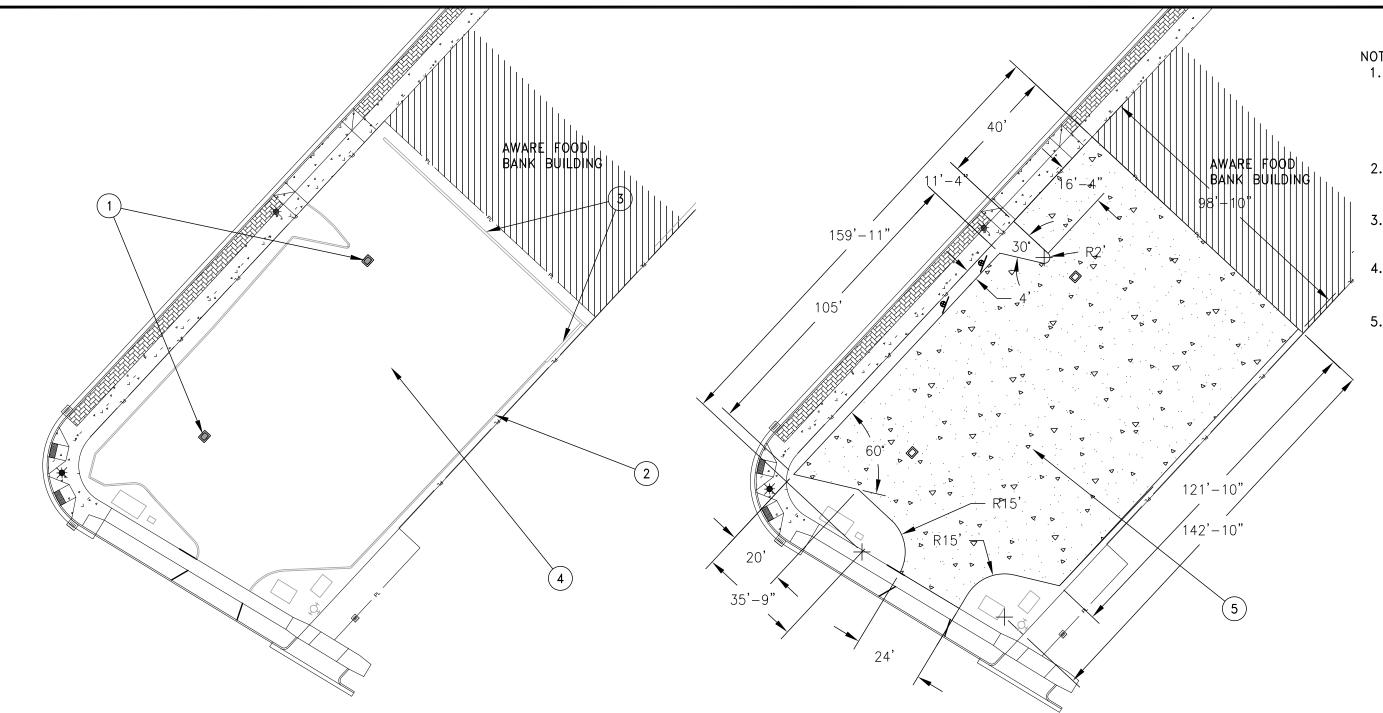
REVIEWED: APPROVED: HORIZONTAL DATUM: N/A VERTICAL DATUM: N/A

**CLEVELAND ST PARKING LOT RESTORATION** 

TITLE SHEET

DATE MAY 2024 SHEET NO. 1 OF

PLOT DATE: May 8, 2024



## NOTES:

- 1. REMOVE EXISTING AREA DRAIN AND REPLACE WITH Clean WATER SERVICE AREA DRAIN TYPE II OR APPROVED
- EQUAL. 2. REMOVE EXISTING EXTRUDED CURB (APPROX. 340 FT)
- 3. REMOVE 20 6" WHEEL STOPS AND SAVE FOR OWNER.
- 4. REMOVE EXISTING AC AND BASE (APPROX. 14,200 SF,).
- 5. 2" AC OVER 4" AGGREGATE BASE

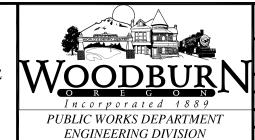
## DEMOLITION PLAN

SCALE: 1" = 400'

## PAVING PLAN

SCALE: 1" = 400'





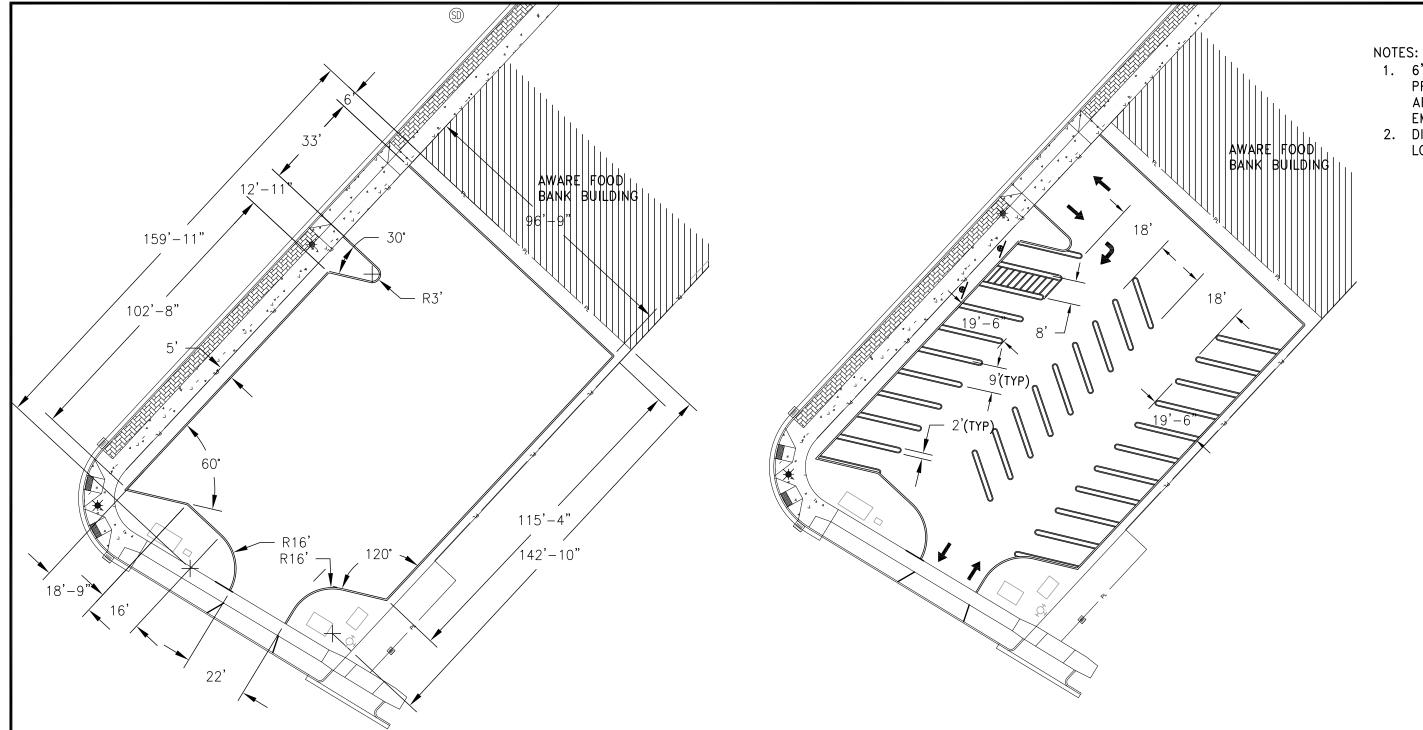
PROJECT TITLE:
CLEVELAND ST PARKING LOT RESTORATION

DRAWING NAME:

DEMO & PAVING PLAN

ı	DEIVIO & 17771110 1 E/111			
1	PROJ. NO:	2023-012-28	DESIGNED:	PGJ
•	DWG. NO:	1 OF 3	DRAWN BY:	PJG
	DATE:	05/02/2024	REVIEWED:	XX
	SCALE:	NTS	APPROVED:	XX

PLOT DATE: 5.8.2024

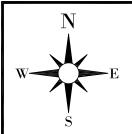


- 1. 6" EXTRUDED CURB, PROFILE TO BE APPROVED BY THE EMGINEER.

  2. DIMENSIONS TO PARKING LOT FACE OF CURB

## STRIPING PLAN

SCALE: 1" = 400'



Incorporated 1889 PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

PROJECT TITLE:
CLEVELAND ST PARKING LOT RESTORATION

DRAWING NAME:

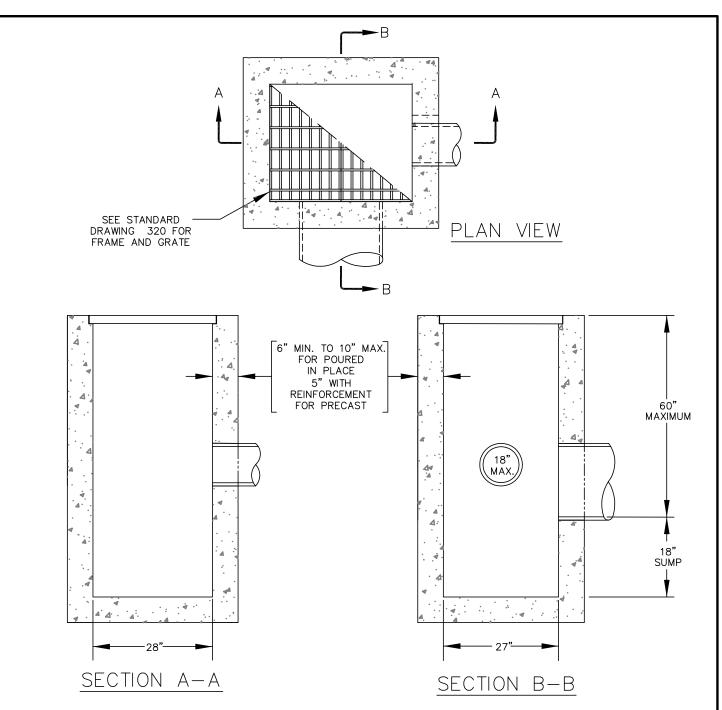
EXTRUDED CURB & STRIPING PLANS

1	PROJ. NO:	2023-012-28	DESIGNED:	PJG
•	DWG. NO:	2 OF 3	DRAWN BY:	PJG
	DATE:	05/02/2024	REVIEWED:	XX
	SCALE:	NTS	APPROVED:	XX

EXTRUDED CURB PLAN

SCALE: 1" = 400'

PLOT DATE: 5.8.2024



## NOTES:

- ALL PRECAST SECTIONS SHALL CONFORM TO REQUIREMENTS OF ASTM C-478.
   INSTALL STRUCTURE ON MIN. OF 8" OF 3/4"-0" COMPACTED BASE MATERIAL.
   PRE CAST REINFORCEMENT SHALL BE REBAR MEETING ASTM A615 GRADE OR WELDED WIRE MEETING ASTM A497.
- 4. ALL POURED INPLACE CONCRETE SHALL HAVE A 28 DAY STRENGTH OF 3000 P.S.I. AND A SLUMP OF 2" TO 4".
- 5. AREA DRAINS IN REAR OR SIDE YARDS SHALL NOT BE SUMPED AND SHALL BE PROPERLY CHANNELIZED.
- 6. PRECAST STRUCTURES CONFORMING TO ODOT TYPE CG-2 CATCH BASIN INLETS ARE AN ACCEPTABLE ALTERNATE. (ALL GRATE MATERIALS AND DIMENSIONS SHALL MEET CWS STANDARDS AS SHOWN ON DRAWING 320).

AREA DRAIN TYPE II

