

CONTRACT AND BOND DOCUMENTS

PUBLIC WORKS DEPARTMENT
CITY OF WOODBURN, OREGON



2026 SLURRY SEAL PROJECT

BID NUMBER:	2026-05
PROJECT NUMBER:	2026-001-28
BID OPENING DATE:	March 11, 2026
BID OPENING TIME:	2:00 PM
COMPLETION DATE	June 26, 2026

2026 SLURRY SEAL PROJECT

BID DOCUMENTS FEBRUARY 2026

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

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

**CONTRACT AND BONDS
FOR THE**

2026 SLURRY SEAL PROJECT

**PROJECT No. 2026-001-28
BID NO. 2026-05**

**CITY OF WOODBURN
PUBLIC WORKS DEPARTMENT
WOODBURN, OREGON**

Mayor & City Council

Frank Lonergan	Mayor
Lilia Brizuela	Ward 1
Mark Wilk	Ward 2
Jen Cantu	Ward 3
Sharon Schaub	Ward 4
Mary Beth Cornwell	Ward 5
Alma Grijalva	Ward 6

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PART I – BID PREPARATION DOCUMENTS

INVITATION TO BID

2026 SLURRY SEAL PROJECT PROJECT No. 2026-001-28 BID No. 2026-05

Sealed bids for the construction of the 2026 Slurry Seal Project will be received by the City of Woodburn at 190 Garfield Street until **2:00 PM, Wednesday, March 11, 2026**, and will thereafter be publicly opened and read. This is a public works project subject to ORS 279C.800 to 279C.870.

Proposals shall be addressed to Cole Grube, Project Engineer at 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. 2026-05".

The major items of work and estimated quantities are as follows:

1. Construct a Type II Latex Modified Slurry Seal, 50,700 SY, and
2. Install longitudinal pavement markings - paint, 7,020 LF.

Plans and specifications may be examined at the Public Works – Engineering building, located at 190 Garfield Street, Woodburn, OR on or after **February 11, 2026**. Electronic plan sets are available on the Engineering Division's website at: <http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps>.

Bidders do not need to be prequalified.

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

Addenda and clarifications will be posted on the City's Engineering Division website and delivered to Plan Holders via e-mail. Addenda must be signed and submitted with the Bid Proposal to be considered responsive.

INSTRUCTIONS TO BIDDERS

2026 SLURRY SEAL PROJECT

PROJECT No. 2026-001-28

BID No. 2026-05

1. GENERAL

- A. No bid for a construction contract will be 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.
- B. 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 with the Bid Forms.
- C. Electronic bids will not be accepted.
- D. The City of Woodburn may cancel this procurement or reject any or all bids in accordance with ORS 279B.100.

2. CONTRACT DOCUMENTS

- A. Copies of the Contract Documents are available on the City's Engineering Division [website](#), and on file at:

City Hall Annex
190 Garfield Street
Woodburn, OR 97071
- B. Questions should be directed to the Project Manager at:

Cole Grube, Project Engineer
Phone: 503.982.5241
Email: cole.grube@ci.woodburn.or.us
- C. 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.
- D. Bidder is responsible for completing and returning all required bid forms.
- E. An electronic copy of the "Plan Holders List" is provided on the City's website and will be periodically updated. Contractors, suppliers, and others wishing to be added to this list should contact the Project Manager.

- F. Addenda will be posted on the City’s website; Bidder’s shall sign and submit all addenda with their offer.

3. PROJECT FINANCING

- A. This project is financed and paid for by the City of Woodburn.
- B. The Engineer's estimated range for the construction cost of this Project is between \$200,000 and \$250,000.
- C. This project is subject to the prevailing wages rates under the Oregon Prevailing Wages Law (BOLI). The applicable wage rate book is dated January 5, 2026. Wage rates can be found at the following website:
<https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

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. None. Bidders not familiar with the Project location(s) are encouraged to review the site(s) on their own.

6. AWARD OF THE CONTRACT

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

7. SPECIAL CONCERNS

- A. Provide access to first responders, businesses, schools, residents, waste haulers, and deliveries at all times. See the Special Provisions for a list of organizations that shall be contacted prior to performing construction activities.
- B. 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. SCHEDULE

- A. Invitation to Bid Released February 11, 2026
- B. Last day to submit bid related questions March 2, 2026

C.	Last addenda, if necessary, to be posted....	March 3, 2026
D.	Bidding Closes	March 11, 2026
E.	Anticipated Contract Award.....	March 23, 2026
F.	Anticipated Notice to Proceed.....	April 13, 2026
G.	Contract Completion Date.....	June 26, 2026

PART II – BID FORMS

PROPOSAL FORM

**2026 SLURRY SEAL PROJECT
PROJECT No. 2026-001-28
BID No. 2026-05**

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 Words): _____

(In Numbers): \$ _____

deposited herewith according to the conditions of the Advertisement for Bids and Information to Bidders, shall be retained by the City of Woodburn, Oregon, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the City of Woodburn will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If Bidder is awarded a construction contract from this proposal, the surety who will provide the Performance Bond will be:

_____ whose address is:

Street City State Zip

Agent's Name: _____ Phone No: _____

The point of contact and address for all communications concerned with this Proposal and where the Contract shall be sent is:

Contractor: _____ doing business at:

Street City State Zip

BID SCHEDULE 2026 SLURRY SEAL PROJECT					
ITEM NO.	DESCRIPTION	UNITS	QTY	UNIT PRICE	EXTENDED PRICE
1	Mobilization (00210)	LS	1	\$	\$
2	Temporary Protection and Direction of Traffic (00225)	LS	1	\$	\$
3	Latex Modified Type II Slurry Seal (00706)	SY	50,700	\$	\$
4	Pavement Legend, Type AB: Arrow (00867)	EA	2	\$	\$
5	Longitudinal Pavement Markings - Paint (00860)	LF	7,020	\$	\$
6	Pavement Bar, Type B-HS: Stop Bar (00867)	SF	81	\$	\$
GRAND TOTAL: \$					

Statement of Bidder's Responsibilities

- Has your company performed construction work on at least two (2) projects similar to that described in the Scope of Work in the last three (3) years? (Circle one and complete)

YES

Name of Project: _____
 Client Name and Phone: _____

Name of Project: _____
 Client Name and Phone: _____

NO

- Does your company have available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities?

YES

NO

Failure to meet the above criteria will result in the bidder being determined to be not responsible

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

In witness whereof the undersigned has caused this instrument to be executed and its seal affixed by its duly authorized officer this ____ day of _____, 20__.

Name of Corp (if applicable): _____

Oregon Corp. No (if applicable): _____

CCB No: _____

By: _____

Title: _____

Phone No.: _____

Email: _____

Attest: _____

(Initial) *"Bidder will comply with the provisions of Oregon Revised Statutes (ORS) 279C.840".*

Signature: _____
Bidder

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2026 SLURRY SEAL
PROJECT No.: 2026-001-28
BID OPENING DATE: MARCH 11, 2026 at 2:00 P.M.

NAME OF BIDDING CONTRACTOR: _____

☐ CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE ORS 279C.370)

Firm Name	Dollar Amount
Category of Work	\$

Firm Name	Dollar Amount
Category of Work	\$

Firm Name	Dollar Amount
Category of Work	\$

Firm Name	Dollar Amount
Category of Work	\$

(Attach additional sheets as necessary)

CERTIFICATION PAGE

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

RESIDENCY INFORMATION

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

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

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

Check one:	Bidder is a	☐ RESIDENT bidder	☐ NON-RESIDENT bidder.
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CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in the Proposal Form, I hereby attest or affirm under penalty of perjury that I am 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 disabled veteran as defined in ORS 408.225.

CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in the Proposal Form, 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 certification 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 the Proposal Form, 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.505]

BID SUBMITTAL CHECKLIST

Items that shall be submitted with the Bidder's proposal:

- ☐ Proposal Form
- ☐ Signed Addenda, if any
- ☐ Bid Bond, on either Surety's standard form or the AIA form
- ☐ First Tier Subcontractor Disclosure Form
- ☐ Certification Page

THIS CHECKLIST DOES NOT NEED TO BE SUBMITTED
FOR BIDDER'S REFERENCE ONLY

PART III – CONTRACT FORMS

CONSTRUCTION AGREEMENT

This agreement, made this _____ day of _____, 2026, by and between CONTRACTOR, 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 the **2026 SLURRY SEAL PROJECT** and doing such other work as is necessary to make an appropriate and complete improvement.

All of said work shall be done according to the terms, conditions, and requirements of the Contract Documents including the: Invitation to Bid, CONTRACTOR's signed Proposal Form, Instructions to Bidders, Special Provisions, general conditions, Standard Specifications, plans, and Addendum Nos. **(0)** 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 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 March 23, 2026, and agreed by the CONTRACTOR, is **\$X.00**.

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 WOODBURN, OREGON

ATTESTED: _____
Heather Pierson, City Recorder Frank Longergan, Mayor

CONTRACTOR _____
CORPORATION NAME HERE

BY: _____ TITLE: _____

Bond No.: _____
Project No.: 2026-001-28
Bid No.: 2026-05

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS 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 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

By: _____

Title: _____

Surety

By: _____

Attorney-In-Fact

Bond No.: _____
Project No.: 2026-001-28
Bid No.: 2026-05

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS 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 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 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

Bond No.: _____
Project No.: 2026-001-28
Bid No.: 2026-05

MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS 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 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 Maintenance/Warranty Bond by reference, whether or not attached to the contract (all hereafter called the "Contract"); and

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

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

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

That if the Principal herein shall faithfully and truly observe the terms, provisions, conditions, stipulations, directions, and requirements of the Contract and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same and shall assume the defense of indemnify and save harmless the City of Woodburn, its officers, agents, and employees from all claims, liabilities, loss, damage or injury which may have been suffered or claimed to have been suffered to persons or property directly or indirectly resulting from or arising out of the operations or conduct of the Principal or any subcontractor in the performance of the work under the Contract and shall indemnify and make whole the City for any injury or damage to any street, highway, avenue, or road or any part thereof, resulting from the operations or conduct of the Principal or any subcontractor in connection with performance or conduct of the work under the Contract, and shall in all respects faithfully keep and observe all of said terms, provision, conditions, stipulations, directions, and requirements, then this obligation is void, otherwise, it shall remain in full force and effect.

WITNESS our hand and seals this _____ day of _____, 2025.

Contractor

By:

Title:

Surety

By:

Attorney-In-Fact

APPENDIX A
SPECIAL PROVISIONS

SPECIAL PROVISIONS

WORK TO BE DONE

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

1. Construct a Latex Modified Type II Slurry Seal, approximately 50,700 SY; and
2. Install longitudinal pavement markings – paint, approximately 7,020 LF.

APPLICABLE SPECIFICATIONS

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

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

CLASS OF PROJECT

This is a City of Woodburn Project.

SECTION 00120 – Bidding Requirements and Procedures

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

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

Bidders do not need to be prequalified for this Project.

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

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

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 00150 - CONTROL OF WORK

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

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

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

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

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

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

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

The Contractor shall perform the Contractor responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.6 (see Section 00305). Additionally, the

Contractor shall perform earthwork slope staking including intersections and matchlines, and set stakes defining limits for clearing which approximate right-of-way and easements.

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

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

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

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

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

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

Add the following subsection:

00150.50(g) Utility Information:

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

Table 00150-1

Utility	Contact Information
NW Natural	Blake Johnson, Field Engineering T: 503-833-2519 blake.johnson@nwnatural.com
PGE	Nicholas Morrow, Key Customer Manager T: 971-485-9744 nicholas.morrow1@pgn.com
Datavision	Jason Riggs, Construction Coordinator T: 503-792-3611 jriggs@datavision.coop
Wavebroadband	Jerry Benson, Technical Operations Construction Coordinator C: (503) 307-0350 oregon.construction@astound.com
Lumen Technologies	Luis Mendivil, Sr. Network Implementation Program Manager T: 971-361-3247 Luis.Mendivil@lumen.com

Comcast Cable	Lance Roth, Network Project Manager C: 503-991-6461 Lance_roth@comcast.com
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The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project. Within 24 hours of discovering any utility conflicts, the Contractor shall notify the Engineer, in writing.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

Add the following as Additional Insureds under the Contract:

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

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

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

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.41 Project Work Schedules -

After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:

All work shall be complete by June 26, 2026.

SECTION 00195 - PAYMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.03(a) Over Dimensional Vehicle Restrictions – Replace this subsection, except for the subsection number, with the following:

00220.03(a) Public Notifications – At least three (3) working days before construction begins the Contractor shall provide written notice to the front office of the following organizations:

Organization	Address	Phone Number
U.S. Postal Service	525 N 1 st St, Woodburn, OR 97071	503-951-6361
Woodburn School District	1390 Meridian Dr, Woodburn, OR 97071	503-981-7640
Woodburn Fire District	1776 Newberg Hwy, Woodburn, OR 97071	503-382-2360
Republic Services	2215 N Front St, Woodburn, OR 97071	503-981-1278
Woodburn Police Department	1060 Newberg Hwy, Woodburn, OR 97071	503-982-2345
Woodburn Transit System	202 Young St, Woodburn, OR 97071	503-982-5233

The written notice must include the construction schedule and must explain the extent and duration of expected traffic disruptions. The Contractor shall submit a copy of the notification to the City for review prior to deliver the notice.

Additionally, the Contractor must provide written notice to all affected residents and businesses three (3) working days prior to work that will result in disruptions to traffic or limit access to driveways. Notices shall: provide general project information; explain the extent and duration of the disruption of traffic and/or blocked access; provide phone numbers for the public to contact with questions; include alternative routes or parking areas as appropriate; and the be in English and Spanish.

In the event that the sealing operation is not completed on the specified date included in the original notice, the Contractor shall provide additional notice to residents/businesses informing them of the delay and the updated schedule.

00220.40(e)(1) Closed Lanes – Replace this subsection, except for the subsection number and title, with the following:

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
- Martin Luther King Jr Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- December 24
- December 25

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

00220.40(e)(2)(b) Special Events - Add the following to the end of this subsection:

The following special events will occur during this Project: NONE.

Add the following subsection:

00220.40(f) Arterial and Collector Streets – The Contractor shall maintain one lane of traffic at all times on Arterial and Collector streets. (Garfield Street is an arterial and Brown Street is a collector.)

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

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

- The 1990 Americans with Disabilities Act and the Accessibility Standard for Pedestrian Facilities in the Public Right-of-Way (2023, PROWAG)

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

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

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

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

SECTION 00290 – ENVIRONMENTAL PROTECTION

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

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

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

available on the Agency's website.

SECTION 00320 - CLEARING AND GRUBBING

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

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

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

SECTION 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 2 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

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

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

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

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

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

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

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

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

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

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

SECTION 00706 – Emulsified Asphalt Slurry Seal Surfacing

Comply with Section 00706 of the Standard Specifications modified as follows:

00706.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall furnish all labor, equipment, materials, supplies, traffic control, and other incidentals as necessary to provide a Slurry Seal. Slurry Seal shall consist of a mixture of an approved Latex Modified emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed, and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

00706.10 Emulsified Asphalt - Replace this subsection, except for the subsection number and title, with the following:

Furnish latex modified cationic emulsion (LM-CQS-1h) meeting the following requirements when tested according to AASHTO T 59:

Saybolt Viscosity, seconds at 77 °F	15-90
Residue from distillation, %	62% minimum
Sieve Test, % retained on No. 20 Sieve	0.1 maximum
Particle Charge, electroplate	Positive
Settlement (storage stability), 24 hour	1% maximum

The residue shall meet the following specifications:

Softening Point of Bitumen, test method T 53.....	135 °F
Penetration of Bituminous Materials, test method T 49.....	40-90

The polymer shall be Ultrapave SBR Latex, or approved equal. The latex shall be co-milled into the emulsion through the water phase during manufacturing. It shall be homogenous and shall show no separation after thorough mixing with the other materials. It shall break and set on the aggregate within five (5) minutes and be ready for traffic within 120 minutes.

Each load of latex modified asphaltic emulsion shall be accompanied by a certificate of analysis/compliance from the manufacturer to assure that it is the same as that used in the mix design. The certificate shall state the percentage of polymer added by weight to the asphalt as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

00706.11 Polymer Modified Emulsion - Replace the sentence that begins, “Furnish CQS-1h polymer modified...”, with the following:

Furnish latex modified cationic emulsion (LM-CQS-1h).

00706.12 Aggregate - Add the following to the end of this subsection:

The aggregate shall meet the following test requirements:

<u>Test Description</u>	<u>Test Method</u>	<u>Requirement</u>
Sand Equivalent	T 176 / D2419	60 minimum
Soundness of Aggregate	T 104 / C88	15% maximum w/ Na_2SO_4 25% maximum w/ MgSO_4
Abrasion Resistance	T 96 / C131	30% maximum

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 / ASTM D75. If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification, the Contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications shown above. Aggregate blending may require a new mix design.

00706.17(c) Verification Testing- To the end of this subsection, add the following:

The City will collect samples directly from the slurry unit to run the residual asphalt content (ASTM D 2172) analysis.

At the end of each day the Contractor shall provide the Engineer the following information: tons of dry aggregate used that day, tons of asphalt emulsion used that day, and the square yards of slurry seal applied that day.

00706.21 Mixing Equipment- Delete the sentence that begins with the following, “In the case of equipment failure have a minimum of two machines on-site...”

00706.22 Spreading Equipment – Spreader Box Replace this subsection, except for the subsection number and title, with the following:

The mixture shall be continuously agitated and distributed uniformly throughout the spreader box by means of spiral augers fixed in the box. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying additional water into the spreader box is prohibited.

A front seal may be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be adjustable to assure a uniform spread on varying grades and crown. The spreader box shall have an adjustable width. A burlap bag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

00706.41(g) Pavement Markings – Replace this section, except for the name and number, with the following:

Cover and preserve all reflector buttons before slurry seal is to be applied. Cover and preserve all thermoplastic transverse markings. Remove all paint pavement markings to prevent bleeding through the slurry seal and to allow proper adhesion.

00706.45 Joints – Add the following sentence to the end of the subsection:

Longitudinal joints, common to two driving lanes, shall be butt joints with overlaps not to exceed three inches (3").

00706.10 Curing - Replace this subsection, except for the subsection number and title, with the following:

The cure rate of the slurry seal shall allow the area to be opened to traffic two (2) hours after application, without tracking or damage to the surface. Streets shall be opened to traffic upon approval of the Engineer. The City of Woodburn is not responsible for any damage to the slurry prior to approval to open the street. Any damage done before approval by the Engineer shall be repaired at no additional cost to the City.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

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

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

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

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

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

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

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

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

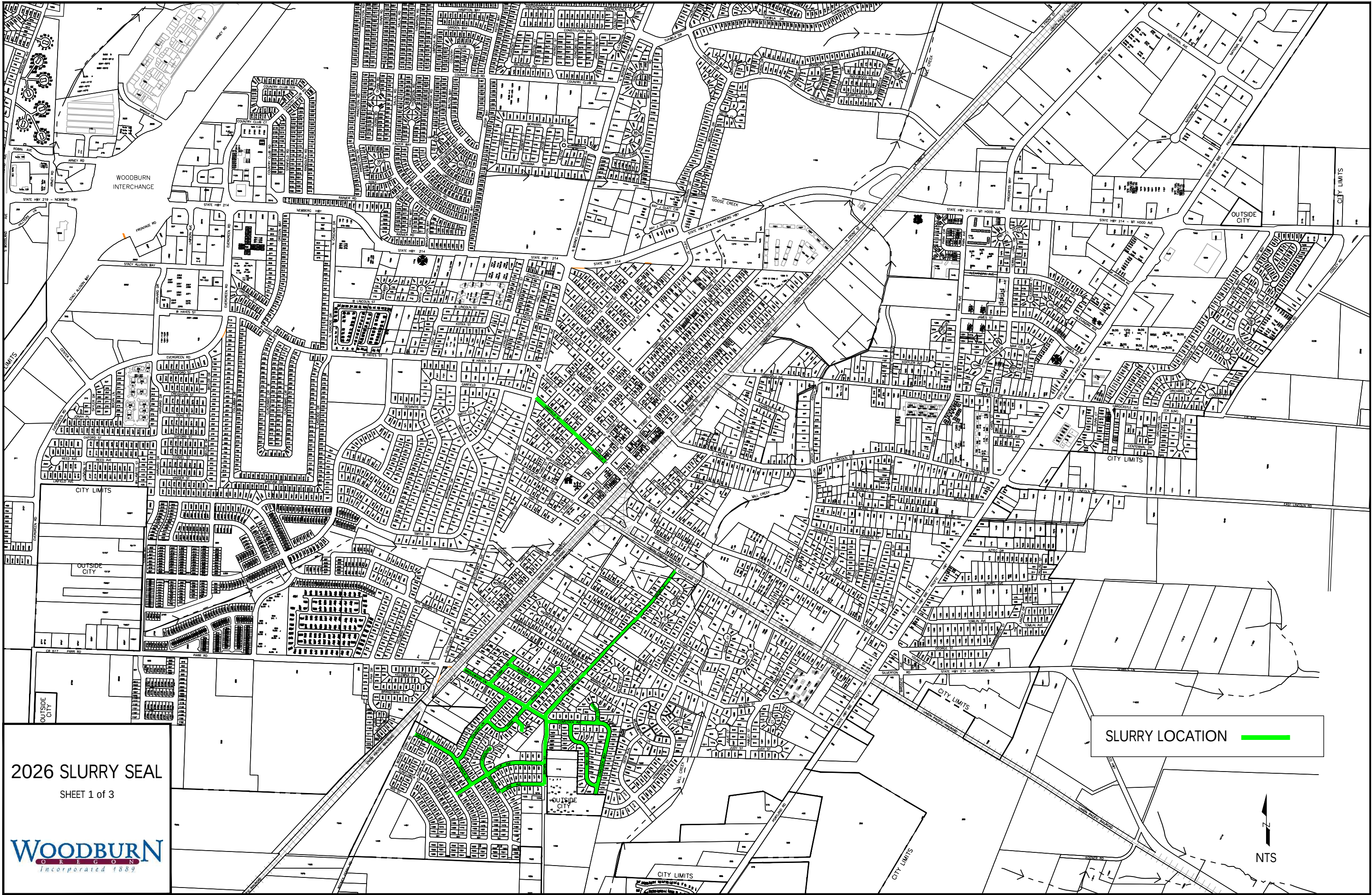
00744.90 Payment - Add the following bullet to the bulleted list:

- Emulsified Asphalt Tack Coat

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

APPENDIX B

VICINITY MAPS OF SLURRY LOCATIONS

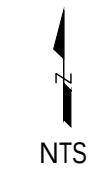


2026 SLURRY SEAL

SHEET 1 of 3



SLURRY LOCATION



NOTES

SLURRY LOCATION

"SB" = INSTALL STOP BAR

"D" = INSTALL DOUBLE NO-PASS LONGITUDINAL PAVEMENT MARKING. SEE ODOT DWG TM 500

"W-2" = INSTALL 8" WHITE
LINE LONGITUDINAL
PAVEMENT MARKING. SEE
ODOT DWG TM 500

"LA" = INSTALL LEFT TURN
ARROW PAVEMENT MARK
SEE ODOT DWG TM 500

"RA" = INSTALL RIGHT TURN ARROW PAVEMENT MARKING
SEE ODOT DWG TM 500

2026 SLURRY SEAL

SHEET 2 of 3

WOODBURN
O R E G O N
Incorporated 1889



NOTES

SLURRY LOCATION 

"D" = INSTALL DOUBLE NO-PASS LONGITUDINAL PAVEMENT MARKING. SEE ODOT DWG TM 500



NTS

2026 SLURRY SEAL

SHEET 3 of 3

WOODBURN
OREGON
Incorporated 1889

APPENDIX C

LIST OF SLURRY LOCATIONS

Street	From/To	Length (Yd)	Avg. Width (Yd)	*Area (SY)
Brown St	Cleveland St to Vine Ave	1083	9.0	9750
Dahlia St	S Boones Ferry to Tulip Ave	336	8.3	3000
Tulip Ave	Daylily St to Brown St	400	8.3	3333
Vine Ave	Foxglove St to Brown St	185	8.3	1542
Foxglove St	Vine Ave to culdesac	240	8.3	2300
Country Ln	Dahlia St to Bridlewood Ln	335	9.7	3238
Bridlewood Ln	Ogle St to Brown St	390	12.0	4980
Luba St	Bridlewood Ln to End	145	10.3	1498
Askenia St	Luba St to Pana St	172	10.3	1977
Pana St	Country Ln to culdesac	440	10.3	5147
Pana Ct	Pana St to culdesac	90	9.0	960
Comstock Ave	Brown St to End	535	10.3	5728
Nugget Ct	Comstock Ave to End	81	10.3	987
Roy Ave	Comstock Ave to End	320	10.3	3307
Garfield St	2nd St to Settlemier Ave	379	7.7	2906

* Area estimate includes culdesacs and road approaches

TOTAL: 50653