

Mayor
Honorable Tom Ellis

City Manager
Jason A. Tuck, ICMA-CM



Date: March 10, 2021
To: All Interested Parties
From: City of Happy Valley, Engineering Division
RE: Downloading Solicitations Disclaimer

The City of Happy Valley offers certain solicitation documents, including Invitations to Bid and Requests for Proposal, online for downloading. The City requires each prospective bidder/proposer downloading these documents to follow the specific requirements detailed below. If a potential bidder or proposer does not comply with these requirements the bidder/proposer risks the possibility of not receiving a complete solicitation packet and may be deemed a non-responsive bidder.

Please note the solicitation available for download is the original document released to the public. All prospective bidders/or proposers are responsible for downloading any and all addendums or amendments listed along with the solicitation packet on the City's website. Once a potential bidder or proposer has completed, signed, and returned to the City the attached "RETURN RECEIPT" form, the City will automatically forward any and all subsequent addendums, amendments, or other documents relevant to the solicitation.

Disclaimer

The recipient of any downloaded documents from this website shall be responsible for completing and returning to the City of Happy Valley's Engineering Division, the attached "RETURN RECEIPT" form. It is imperative that it is returned as soon as possible. By doing so, the recipient will allow the City of Happy Valley to send any additional documentation, including addendums, amendments, and other information, which may be issued relative to a particular document. The City takes no responsibility for informing recipients of changes to original documents if the attached "RETURN RECEIPT" form has not been sent to the Engineering Division representative listed on the form. The recipient shall be responsible for the accuracy of the information on the form submitted.

Any unidentified modifications to the original document issued by the City shall be null and void. In those instances where modifications are unidentified, the original document issued by the City of Happy Valley shall take precedence. The recipient of any downloaded documents is responsible for clearly identifying any and all changes or modifications to document upon submission to the City.

16000 SE Misty Drive, Happy Valley, Oregon 97086-4288
Telephone: (503) 783-3800 Fax: (503) 658-5174
happyvalleyor.gov



16000 SE Misty Drive
Happy Valley, OR 97086
503.783.3800 phone

**ACKNOWLEDGEMENT OF RECEIPT
RETURN RECEIPT FORM**

Project Title: _____

Firm Name: _____

Address: _____
Street Address City and State Zip

Phone: _____ Fax: _____

Contact Name: _____ Email: _____

I would like to receive any subsequent addenda via email.

I have read and thoroughly understand the disclaimer, instructions, and all other conditions related to downloading solicitation documents from the City of Happy Valley's web page.

I hereby attest that this information, to the best of my knowledge, is valid and correct.

Signature: _____ Date: _____

Next Step: When you have completed this form, please send it to the following email:

Email: plans-engineering@happyvalleyor.gov



BID BOOKLET & CONTRACT DOCUMENTS

FOR THE

**2021 PAVEMENT MAINTENANCE PROJECT
CIP-02-21**

HAPPY VALLEY, OREGON

ODOT CLASSIFICATION:

ASPHALT CONCRETE PAVING & OILING AND PAVEMENT MARKING

MARCH 2021

ENGINEERING DIVISION
CITY OF HAPPY VALLEY CITY HALL
16000 SE MISTY DRIVE
HAPPY VALLEY, OREGON 97086
PHONE: (503) 783-3800

SCHEDULE OF BID & CONTRACT AWARD

INVITATION TO BID PUBLICATION (WITH PLAN SET & SPECIFICATIONS)	Wednesday, March 10, 2021
LAST DATE TO PROTEST SPECIFICATIONS	Wednesday, March 17, 2021
BID OPENING	Wednesday, March 31, 2021 at 2:00 PM
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE	Wednesday, March 31, 2021 at 4:00 PM
NOTICE OF INTENT TO AWARD	WITHIN FOURTEEN (14) DAYS OF DATE OF BID OPENING
LAST DATE TO PROTEST AWARD	SEVEN (7) DAYS AFTER NOTICE OF INTENT TO AWARD

IN PARTNERSHIP BETWEEN:



Location: 16000 SE Misty Drive
Happy Valley, OR 97086
Telephone: (503) 783-3800
Website: Happyvalleyor.gov

Location: 4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
Telephone: (503) 597-3222
Fax: (503) 597-7655

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INVITATION TO BID

INVITATION TO BID

Notice is hereby given that the City of Happy Valley will open sealed bids from qualified contractors for the

2021 PAVEMENT MAINTENANCE PROGRAM

ODOT CLASS OF WORK: Asphalt Concrete Paving and Oiling, and Pavement Markings

PUBLIC BID OPENING.....Wednesday, March 31, 2021 at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE...Wednesday, March 31, 2021 at 4:00 PM

No bids will be received or considered if submitted electronically or after the time of closing.

This project generally includes pavement maintenance along approximately 55,000-centerline feet of streets in Happy Valley, Oregon. Proposed work includes the following:

This project generally includes pavement maintenance along approximately 55,000-centerline feet of streets in Happy Valley, Oregon. Proposed work includes the following:

- **Crack Sealing:** 104,811+/- lineal feet
- **Slurry Sealing:** 126,069 +/- square yards
- **Tree Trimming:** 1,093+/- trees
- **Striping:** 720+/- square feet of stop bars; 160+/- square feet of crosswalks; 480+/- lineal feet of yellow line; 125+/- lineal feet of white line, two (2) turn arrows; two (2) each of speed hump striping restoration

Construction must be completed no later than the **Friday, August 27, 2021**. Once construction on the project has begun, the contractor must reach substantial completion within **90** days of commencing activity.

COVID-19 Physical Distancing Plan

Bidder must submit a work plan or written description explaining how the bidder will meet all Center for Disease Control (CDC) and Oregon Health Authority (OHA) recommendations on physical distancing and personal protective equipment to slow the spread of COVID-19. The City may request updated plans as recommendations change and actions should reflect current recommendations at the time of construction. This plan may be a word document or work plan outline how physical distancing will be met while performing work as described in the scope of work.

The City has the ability to adjust the project schedule due to state mandates.

Project and bid documents are available on the City's website <https://www.happyvalleyor.gov/>

To perform work, bidders must be prequalified with the Oregon Department of Transportation

for the class of work defined above. Proof of prequalification must be submitted to the City by **2:00 PM** on the **Date of Public Bid Opening**.

Sealed bids are to be sent to **Carol Earle, P.E.**, City Engineer as shown on the schedule of bid, and may not be submitted by electronic means. All bids received by the date and time of Public Bid Opening will be opened at the City Hall address at the designated date and time noted above.

This public works contract is subject to State of Oregon prevailing rates of wage requirements, per **ORS 279C.800** through **279C.870**. The City will not receive or consider bids unless the bid contains a statement by the bidder that the bidder will comply with **ORS 279C.830**.

Bidders must be qualified in accordance with the applicable parts of **ORS279C** in order to enter into a contract with the City. No bid shall be considered unless the bidder is registered with the Oregon Construction Contractors. Bidder shall also identify whether bidder is a current resident, as defined in **ORS 279A.120**.

The City of Happy Valley may reject any and all bids that do not comply with prescribed public bidding and contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under **ORC 279C.375(3)(b)**, Award and Execution of Contract, and that the City of Happy Valley may reject for good cause any and all bids after finding that doing so is in the public interest.

CITY OF HAPPY VALLEY

*Economic & Community Development Department
Engineering Division*

Carol Earle, P.E.
City Engineer

NOTICE IS DATED the **10th** of **March, 2021**, and published as of this date on:

- Daily Journal of Commerce, Oregon website <https://djcoregon.com/>
- City of Happy Valley website <https://www.happyvalleyor.gov/>

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS:

1. EXPLANATION TO BIDDERS:

Any explanation regarding the meaning or interpretation of contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid closing. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid closing shall not be binding.

2021 PAVEMENT MAINTENANCE PROGRAM

BID CLOSING & PUBLIC BID OPENING.....Wednesday, March 31, 2021 at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE.....Wednesday, March 31, 2021 at 4:00 PM

2. BIDDERS QUALIFICATIONS:

Bidders must be pre-qualified with the Oregon Department of Transportation (ODOT) in accordance with the applicable parts of **ORS 279** and **ORS 701** and matters which can in any way affect the work hereof in order to enter into a Contract with the City of Happy Valley.

Bids will only be accepted from bidders prequalified with the Oregon Department of Transportation (ODOT) for the Class of Work as described in the bid documents. Proof of pre-qualification must be submitted to the City by 2:00 PM on the Date of Public Bid Opening.

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Oregon Construction Contractors.

In accordance with **ORS 279C.830(2)**, the CONTRACTOR shall:

1. Have a public work bond filed with the Construction Contractors Board prior to starting work on the project, and
2. Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work.

3. EXAMINATION OF THE CONTRACT DOCUMENTS:

Bidders should carefully examine the bid and contract documents and familiarize themselves

with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings plans, addenda (if any), and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Document.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

4. CONTRACTORS RESPONSIBILITY:

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

5. LAWS AND REGULATIONS:

The bidder is assumed to be familiar with all applicable Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder shall discover any provision in these specifications, plans or contract documents which is contrary to or inconsistent with any law or regulations, he or she shall report it to the City in writing.

6. WAGE RATES:

This contract for public work is subject to **ORS 279C.800** through **279C.870**. No bid will be received or considered by the public contracting city unless the bid contains a statement by the bidder as a part of its bid that the provisions of **ORS 279C.800** through **ORS 279C.** are to be complied with. The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and such workers shall be paid not

less than the specified minimum hourly rate of wage as set forth in the latest applicable edition of the Prevailing Wage Rates for Public Works in accordance with **279C.830** and as detailed in these Bid Documents.

7. BID GUARANTY:

Bid Guaranty, or Bid Security, shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Happy Valley for an amount equal to no less than ten (10) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the state of Oregon and said bonds shall be in all respects satisfactory and acceptable to the City.

8. PREPARATION OF BIDS:

Bidders must submit their proposals on the proposal form attached hereto. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink, in numerals. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern. Alternative bids will not be considered unless specifically called for.

Bids submitted electronically or via telegraphic or FAX methods will not be considered.

Each bidder represents that his bid is based upon the specific materials and equipment, described in these Bid Documents. Specific manufacturer names and model numbers (if any) cited in the Specifications and Special Provisions indicate the required quality and features of items. Bidders wishing to provide items by different manufacturers shall request acceptance of their proposed substitutions in accordance with the following requirements:

No substitutions will be considered unless written request has been submitted to the City Engineer for approval prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements.

Accepted substitutes will be listed in addenda mailed or delivered to each person or firm recorded by the City Engineer as having received the Bid Documents and will be available for inspection at City Hall, located at *16000 SE Misty Drive, Happy Valley, OR 97086*.

9. SPECIFICATION LIMITING COMPETITION:

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to:

**Carol Earle, P.E., City Engineer
Happy Valley City Hall
16000 SE Misty Drive, Happy Valley, OR 97086
(503) 783-3815
carole@happyvalleyor.gov**

Such comments shall be submitted no later than **4:00 PM, Seven (7) Calendar Days prior to the date of Public Bid Opening**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the City Engineer.

10. PROTEST OF AWARD:

The *Notice of Intent to Award* by the City of Happy Valley shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Engineer within **Seven (7) Calendar Days** of the *Notice of Intent to Award*. If a protest is timely filed, the *Notice of Intent to Award* is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The *Notice of Intent to Award* and any written decision denying protest shall be sent to every bidder who provided an address.

Right to Protest. Any actual bidder who is adversely affected or aggrieved by the City's *Notice of Intent to Award* to another bidder on the same solicitation shall have **Seven (7) Calendar Days** after *Notice of Intent to Award* to submit to the City Engineer a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

11. SUBMISSION OF BIDS:

All bids must be submitted to the City Engineer and prepared in a sealed envelope bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted, the time and date of the **Public Bid Opening**, and addressed to **Carol Earle, P.E., City**

Engineer at City Hall as listed in Item 9 above.

If the bid is forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope addressed as specified above.

12. SUBCONTRACTORS:

In accordance with **ORS 279C.370**, when the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about First-Tier Subcontractors.

The First-Tier Subcontractor Disclosure Form may be submitted with the bid in the same envelope at the Bid Closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists MUST be submitted within two hours of the bid closing date and time.

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. This disclosure shall be submitted on the form as provided in these Bid Documents.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City prior to the date and time as noted above to be a nonresponsive bid and may not award the contract to that contractor. The city is not required to determine the accuracy or completeness of the subcontractor disclosure.

13. RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Invitation to Bid as advertised and included with these Bid Documents. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not properly addressed and identified.

14. WITHDRAWAL OF BIDS:

Bids may be withdrawn at any time prior to the date and time of Bid Closing upon written or email request of the bidder. Negligence on the part of the bidder in preparing his or her bid shall

not constitute a right to withdraw their bid after it has been opened.

15. PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

17. AWARD OF CONTRACT:

The contract will be awarded as soon as practicable to the lowest responsive, responsible bidder, price and other factors considered, provided the bid is reasonable and it is to the interest of the City. Award will be made to one bidder and one bidder only. The City reserves the right to reject any and all bids.

In determining the lowest responsible bidder, the City shall, pursuant to **ORS 279A.120** for the purposes of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that 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". Contractor or individuals awarded a contract shall provide the City with a correct Department of the Treasury Internal Revenue Service Tax Identification Number (TIN). In the event that the TIN is incorrect or inconsistent with the Contractor's name as described in this contract, the City may withhold taxes as required by law, or cancel or suspend further services under this contract, at the City's option, until the discrepancy is corrected.

The acceptance of a bid shall bind the successful bidder to execute the contract.

18. REJECTION OF BIDS:

The City reserves the right to reject any and all bids. Bids may be rejected if they show any alteration of form, admissions not called for, conditions or alternate bids, irregularities of any kind, or that they contain a clause in which the bidder reserves the right to acceptance or reject a contract awarded to him except as herein provided, or if they do not comply with prescribed

public contracting procedures and requirements including the requirement to demonstrate the bidders responsibility under **ORS 279C.375(3)(b)**. Bids in which the prices are obviously unbalanced may be rejected.

The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City.

19. SURETY BONDS:

To guarantee the faithful performance of the contract, the successful bidder will be required to furnish a Performance Bond and a Payment Bond in an amount equal to the full amount of the contract as amended. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon and said bonds shall be in all respects satisfactory and acceptable to the City.

The Contractor also agrees that at the completion of the project and prior to receiving final acceptance by the City, the Contractor shall provide the City with a Maintenance Bond in the amount of 25% of the contracted amount, which covers any defects in either materials or workmanship, for a period of **two (2) years** from the date of acceptance.

20. EXECUTION OF THE CONTRACT:

The successful bidder shall within then **(10) calendar days** from the date of receiving from the City the contract prepared and ready for execution, furnish the City the corporate surety bond specified herein and enter into contract with the City. If the successful bidder fails to comply with any of the requirements herein, the City may, at its option, determine that the bidder has abandoned the contract and there upon the security accompanying this proposal shall be forfeited and the same shall become the property of the City.

21. ENVIRONMENTAL AND NATURAL RESOURCE LAWS:

In compliance with **ORS 279C.525**, lists of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract are listed in the 2021 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.

22. CONTRACT INFORMATION FOR QUESTIONS

Questions relating to the project shall be addressed by email, certified mail or telephone:

Carol Earle, PE, City Engineer (carole@happyvalleyor.gov) or

Alex Nichols, Associate Engineer (anichols@happyvalleyor.gov)

By Certified Mail:

Happy Valley City Hall
Economic & Community Development Department
Engineering Division
16000 SE Misty Drive
Happy Valley, OR 97086

By Telephone:

(503) 783-3800

BID DOCUMENTS

**BID PROPOSAL
SCHEDULE OF VALUES
FIRST-TIER SUBCONTRACTOR FORM
BID BOND**



BID PROPOSAL 2021 Pavement Maintenance Project

Submitted by: _____

Address: _____

Date: _____, 2021 Phone number: _____

Federal Tax I.D. Number or Social Security Number: _____

The undersigned, as a bidder, declares that he has carefully examined the location of the worksites, that he has examined *Instruction to Bidders, Standard Specifications and Special Provisions, and Plans and Drawings*, and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **2021 PAVEMENT MAINTENANCE PROGRAM** in accordance with the said *Specifications* herein for the bid prices set forth in the “*Schedule of Bid Prices*” attached hereto and forming a part of this proposal. The bidder agrees to complete the project within the contract term.

This proposal is accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the total bid.

The Bidder, by his signature below, certifies that he is qualified to perform the work and hereby represents as follows:

- a) That no Councilor, officer, agency or employee of the City of Happy Valley is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.
- b) That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- c) I, the undersigned, certify that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.
- d) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including *Instructions to Bidders; Standard Terms and Conditions; Special Conditions; Plans and Specifications*; and all State and Federal Provisions as applicable.
- e) I, the undersigned, agree to comply with the provisions of ORS 279C.800 through ORS 279C.870, relating to Prevailing Rates of Wage requirements, as applicable.

- f) I, the undersigned, certify that the Bidder holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- g) I, the undersigned, certify that the Bidder has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining subcontracts.
- h) I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Happy Valley.
- i) I, the undersigned, certify that the Bidder qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- j) I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- k) Contractor shall commence no work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a *Notice to Proceed* has been issued.
- l) Contractor shall commence no work under this contract until all bonding and insurance requirements have been met and a *Notice to Proceed* has been issued.
- m) Upon receiving notice to proceed from the Project Manager, the Contractor shall meet with the Project Manager for a preconstruction conference at a time mutually agreed upon. At this conference, the Contractor shall furnish the Project Manager with a proposed schedule of work.
- n) In the event the Bidder is awarded the contract and shall fail to complete the work within the time frame specified, including extensions granted, liquidated damages and engineering expenses shall be paid to the City as outlined in the *Standard Specifications* for each day of delay in the completion of the work.

The Bidder further proposes to accept the following amount as full payment for the work proposed herein to complete the project and agrees that the price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The total amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

If the Bidder is awarded a Contract on this Proposal, the surety who will provide the **Performance Bond** will be:

_____, whose
address is: _____

Contractor shall check if in compliance:

Drug Testing Requirement, as defined in ORS 279C.505

Contractor shall check applicable box:

Resident Bidder As defined in ORS 279A.120

Non-Resident Bidder Resident State: _____

CONSTRUCTION CONTRACTORS REGISTRATION

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Oregon Construction Contractors Board and, if applicable, the State Landscape Contractors Board as required by ORS 671.530. The undersigned states that the bidder is now registered with the Oregon Construction Contractors Board:

Indicate Registration Number and Expiration Date: _____

Workers' Comp Insurance Company: _____

Workers' Comp Policy/Binder Number: _____

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:

Name

Title

Name

Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this

_____ day of _____, 2021

Name of Firm

Signature of Bidder

(If Corporation)

In witness whereof, the undersigned corporation has caused this instrument to be executed by its duly authorized officers this

_____ day of _____, 2021

Name of Corporation

By

Title



2021 Pavement Maintenance Program - Street Crack Seal and Slurry Seal

CIP-02-21

SCHEDULE OF VALUES

BID ITEM	ODOT #	DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
A. PMP						
A.1	00210	Mobilization	1	LS	\$	\$
A.2	00220	Public Notification	1	LS	\$	\$
A.3	00225	Temporary Work Zone Direction and Control of Traffic and Signing, Complete	1	LS	\$	\$
A.4	00225	Flaggers	560	HRS	\$	\$
A.5	00320	Tree Trimming	1,093	EA	\$	\$
A.6	00706	Furnish and Apply Emulsion Slurry Seal (Type II)	126,069	SY	\$	\$
A.7	00706	Furnish and Apply Crack Seal	104,811	LF	\$	\$
A.8	00860	Longitudinal Pavement Markings - Paint	1,350	LF	\$	\$
A.9	00867	Transverse Pavement Markings - Thermoplastics	1	LS	\$	\$

CONSTRUCTION TOTAL \$ _____

Dollars

Total Bid Amount (In Words)

Contractor Company name: _____

Contact Name: _____

Telephone Number: _____

Please use this form to submit bid
Bids Due no later than 2:00 PM on Wednesday, March 31, 2021
mailed or delivered to City of Happy Valley, 16000 SE Misty Drive
ATTN: Carol Earle, Engineering Manager

BIDDER'S CHECKLIST

1. Submittal of bid security in the amount of 10% of the bid for bids over \$10,000.
 2. Acknowledgement of addenda form.
 3. Indication of resident/non-resident bidder in the proposal section.
 4. Submittal of first tier sub-contractors disclosure form for projects over \$100,000.
- Requirements #1, #2 And #3 are due at 2:00 PM, requirement #4 is due no later than 4:00 PM on the bid opening date. Apparent lowest bidder shall submit application & ODOT pre-qualification letter within five business days after bid opening



FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2021 Pavement Maintenance Project

BID #: _____

BID OPENING: **Date:** Wednesday, March 31, 2021 **Time:** 2:00 PM

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

INSTRUCTIONS: [ORS 279C.370]

This form **MUST** be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within **two (2) working hours after the advertised bid closing time.**

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile or e-mail. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents.

List below the name of each sub-contractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the sub-contract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed.

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____
(5) _____	\$ _____	_____
(6) _____	\$ _____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.] **OR**
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder): _____

Bidder Signature: _____

Contact Name: _____ **Phone No.:** _____

ORS 279C.370 First-tier subcontractor disclosure.

- (1) (a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
 - (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
 - (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - (c) This subsection applies only to public improvement contracts with a value, estimated by the contracting agency, of more than \$100,000.
 - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (Competitive bidding) (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585 (Authority to substitute undisclosed first-tier subcontractor).
- (6) A subcontractor may file a complaint under ORS 279C.590 (Complaint process for substitutions of subcontractors) based on the disclosure requirements of subsection (1) of this section. [2003 c.794 §116; 2005 c.103 §16]



BID BOND
2021 Pavement Maintenance Project

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Contractor)

as Principal, hereinafter called the Principal, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and

jointly and severally held and bound unto _____
(Name of Obligee)

as Obligee, hereinafter called the Obligee, in the sum of _____ Dollars

(\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bid ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2021.

Principal: _____

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

CONTRACT DOCUMENTS

**CERTIFICATE OF INSURANCE
PREVAILING WAGE RATES (BOLI)
PERFORMANCE GUARANTEE
PAYMENT BOND
MAINTENANCE GUARANTEE
CONTRACT FOR SERVICES FORM**

CERTIFICATE OF INSURANCE:

Contractor to provide Certificate of Insurance as required by **Section 00170.70** of the Standard Specifications and Special Provisions and Contract for Services Form.

PREVAILING WAGE RATES (BOLI)

This Public Works Project is subject to the applicable prevailing wage rates. If a contractor fails to pay for labor and services, the City can withhold these amounts from payments due the contractor. Prevailing Wages applicable to this project can found electronically at:

<https://www.oregon.gov/boli/workers/Prevailing%20Wage%20Rate%20Books/january-1-2021-pwr-rate-book.pdf> and is titled as:

“January 1, 2021 Prevailing Wage Rates for Public Works Contracts” (Current Edition)

Including the following publications and amendments:

“Definitions of Covered Occupations for Public Works Contracts in Oregon”, Current Edition.

All Prevailing Wage Rate Amendments Effective through the Current Prevailing Wage Publication

All Applicable Amendments Adopted Prior to the Date of Current Prevailing Wage Publication.

City of Happy Valley, Oregon
PERFORMANCE GUARANTEE

Project Title: 2021 Pavement Maintenance Project

Land Use/Project Number: CIP-02-21

Bond Number: _____

We, _____ as Principal ("Principal"), and _____, a corporation organized under the State of _____ and authorized to transact surety business in the State of Oregon, as Surety ("Surety"), jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns unto the City of Happy Valley, Oregon ("City" and/or "Obligee"), for payment of this performance guarantee ("Guarantee") in the amount of _____ (\$ _____) as provided herein.

An application has been received by the City for a permit to construct improvements for 2021 Pavement Maintenance Project ("the Project"), as described in Exhibit A. The improvements will be constructed according to and consistent with final construction plans approved by the City.

As a condition of the final approval of said improvements by City, Principal has agreed to furnish a financial guarantee to the City for the faithful performance and operability of the Project and to guarantee the work thereunder for a minimum period of twenty-four (24) months running from the last date of the City's partial or full release of the Performance Guarantee.

If Principal fully performs its obligations consistent with the terms of the final construction plans as well as all other contractual obligations the Principal has with the City concerning the Project, Surety's obligations under this Guarantee will then be null and void. Absent that performance by Principal, Surety's obligations remain in full force and effect.

Surety waives any requirement to be notified of alterations or extensions of time or any other authorized modifications made by City to the Project.

If Principal fails to fully and faithfully construct or complete the work required of it for the Project, and City has declared Principal in default of its obligations, City is entitled to be paid all funds under this Guarantee upon delivery of written notice to Surety by the City that the Principal has not performed the required work on the Project .

Surety shall be obligated to and shall disburse the amount(s) of funds deemed necessary by City, which may be either a partial or the full portion of the Guarantee. Payment(s) shall be made within thirty (30) business days of receiving written demand for said funds from the City. City may make serial demands for portions of the Guarantee, up to and including the full amount of the Guarantee. In the alternative, within thirty (30) business days of receiving the City's written demand, Surety may elect to complete the improvements at its sole cost and expense in accordance with the final construction plans approved by the City.

Surety and Principal further agree that twenty-five percent (25%) of the cost of the facilities as approved by the City Engineer or designee will remain in place to warrant to City that the construction is and will remain for a period of twenty-four (24) months from the date of acceptance, free from defects in materials and workmanship. This provision may not be applicable certain for private improvements.

Surety agrees to keep City fully advised of any change of information concerning the registered agents below. The Surety's obligation on this guarantee is non-assignable without prior written consent from the City.

City

Principal

Surety or Attorney-in-Fact

Printed Name of Authorized City Signatory

Printed Name of Principal

Printed Name of Authorized Surety or Attorney-in-Fact Signatory

Title

Title

Title

Signature of Authorized City Signatory

Signature of Principal

Signature of Authorized Surety or Attorney-in-Fact Signatory

16000 SE Misty Drive
Address Line 1

Address Line 1

Address Line 1

Happy Valley, OR 97086
Address Line 2

Address Line 2

Address Line 2

Date

Date

Date

Telephone Number

Telephone Number

Email Address

Email Address

Exhibit A

This project generally includes pavement maintenance along approximately 55,000-centerline feet of streets in Happy Valley, Oregon. Proposed work includes the following:

- Crack Sealing: 104,811+/- lineal feet
- Slurry Sealing: 126,069 +/- square yards
- Tree Trimming: 1,093+/- trees
- Striping: 720+/- square feet of stop bars; 160+/- square feet of crosswalks; 480+/- lineal feet of yellow line; 125+/- lineal feet of white line, two (2) turn arrows; two (2) each of speed hump striping restoration

See project plans and specifications for additional information.



PAYMENT BOND
2021 Pavement Maintenance Project

KNOW ALL MEN BY THESE PRESENTS, that we _____

as PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum of _____

_____ (dollars) (\$) _____

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, _____

(Contractor)

the PRINCIPAL herein, on the _____ day of _____, 2021

entered into it contract with the OBLIGEE which contract documents consist of the "Invitation to Bid", the "Instructions to Bidders", the Proposal, Schedule of Values and Subcontractor Form", the "Bid Bond", the "Performance Guarantee and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", "the Plans, Drawings and Exhibits", and the "Contract For Services Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, the unemployment

compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and sums due for workmen's compensation insurance or equivalent, social security and unemployment compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on or about said work then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

- (a)** All material men, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted 'in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.
- (b)** The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
- (c)** The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

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

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in _____

_____, this _____ day of _____, 2021

_____ (SEAL)

PRINCIPAL

WITNESSES:

_____ (SEAL)

SURETY

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.

City of Happy Valley, Oregon
MAINTENANCE GUARANTEE

Project Title: 2021 Pavement Maintenance Project

Land Use/Project Number: CIP-02-21

Bond Number: _____

Expiration Date: _____

We, _____ as Principal (“Principal”) and _____, a corporation organized under the State of _____ and authorized to transact surety business in the State of Oregon, as Surety (“Surety”), hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns unto the City of Happy Valley, Oregon, (“City”), for payment of this guarantee in the amount of _____ (\$ _____) as provided herein.

Principal constructed certain public or onsite improvements for a project known as 2021 Pavement Management Project (“Project”) which improvements were constructed consistent with final construction plans approved by the City. As a condition of City’s approval of said Project, Principal agreed to warrant that the construction, as described in Exhibit A, is and will remain free from defects in materials and workmanship for a period of 24 months from the date of the City’s acceptance of said improvements.

If no claim on said warranty is made at the conclusion of thirty days following the warranty period, Surety’s obligations pursuant to this guarantee are null and void. Otherwise, Surety’s obligations remain in full force and effect.

Should the improvements not comport with the requirement that they be free from defects in materials and workmanship for a period of 24 months, and Principal has not corrected the defects within thirty (30) business days of receiving City’s notice of the defect, City is entitled to the funds payable under this guarantee upon delivery of written demand to Surety that the required warranty has not be met.

Surety shall upon receipt of the written demand be thereupon obligated to and shall disburse amount(s) of funds deemed necessary by City to complete the work. Payment to City shall be made within thirty (30) business days of having received written demand for said funds from City. Alternatively, City may request Surety use funds payable under this Guarantee to complete the maintenance of the improvements.

Surety agrees to keep the City advised of any change of information concerning the registered agents below. The Surety’s obligation on this guarantee is non-assignable without written consent from the City.

City

Principal

Surety or Attorney-in-Fact

Printed Name of Authorized City Signatory

Printed Name of Principal

Printed Name of Authorized Surety or
Attorney-in-Fact Signatory

Title

Title

Title

Signature of Authorized City Signatory

Signature of Principal

Signature of Authorized Surety or
Attorney-in-Fact Signatory

16000 SE Misty Drive

Address Line 1

Address Line 1

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Happy Valley, OR 97086

Address Line 2

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Date

Date

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Telephone Number

Telephone Number

Email Address

Email Address

Exhibit A

This project generally includes pavement maintenance along approximately 55,000-centerline feet of streets in Happy Valley, Oregon. Proposed work includes the following:

- Crack Sealing: 104,811+/- lineal feet
- Slurry Sealing: 126,069 +/- square yards
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- Striping: 720+/- square feet of stop bars; 160+/- square feet of crosswalks; 480+/- lineal feet of yellow line; 125+/- lineal feet of white line, two (2) turn arrows; two (2) each of speed hump striping restoration

See project plans and specifications for additional information.



CONTRACT FOR SERVICES 2021 PAVEMENT MAINTENANCE PROJECT

This contract is entered into by and between the City of Happy Valley, hereinafter referred to as the “CITY”, and _____ hereinafter called the “CONTRACTOR”, to provide the services described in the Invitation to Bid for the

2021 PAVEMENT MAINTENANCE PROGRAM (HAPPY VALLEY, OREGON),

hereinafter called the “PROJECT”, which by this reference is hereby made part of this contract. The following provisions shall comprise this contract:

I. COMPENSATION

- A.** The CITY agrees to compensate the CONTRACTOR on a fee-for-services basis as outlined in these DOCUMENTS. This agreement covers the period beginning, _____ through _____ inclusive. Work shall be performed in accordance with an approved schedule provided to the CITY by the CONTRACTOR as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent CITY contract and/or purchase order numbers. All invoices shall be consistent with the fee bid accepted by the CITY and shall reflect any savings or reductions provided for in the fee bid. The City will retain 5% from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract shall be \$_____ per the bid schedule of items and prices form for **PROJECT**.
- B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
 - 2.** This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to CITY employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers’ Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
 - 3.** The CONTRACTOR is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers’ Compensation law (ORS Chapter 656) and is solely liable for any Workers’ Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

- C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, CITY, or Federal employee.
- D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

II. SERVICES TO BE PROVIDED:

The CONTRACTOR shall provide all materials and services required for the **PROJECT**, as set forth in the *Invitation to Bid*, and the documents it references.

III. CONTRACTOR OBLIGATIONS

- A. This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS Chapter 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated therefore.
 - 1. The CONTRACTOR shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing, or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359 are hereby incorporated into these Specifications. A copy of the Prevailing Wage Rates is attached to this Contract and is available on-line at the following Bureau of Labor and Industries website:
<https://www.oregon.gov/boli/workers/Prevailing%20Wage%20Rate%20Books/january-1-2021-pwr-rate-book.pdf>
When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.
 - 2. This agreement is expressly subject to the constitutional and charter debt limitation, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
 - 3. The CONTRACTOR shall indemnify, save harmless and defend the CITY, its officers, councilors, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees and agents.
 - 4. CONTRACTOR shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. CONTRACTOR shall maintain valid all required licenses and certificates required by law.

5. If the CONTRACTOR fails to pay for labor and services, the CITY can pay for them and withhold those amounts from payment to the CONTRACTOR. ORS 279C.515; OAR 839-025-0020(2)(a)
 6. The CONTRACTOR must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
 7. The CONTRACTOR must make prompt payment for all medical services for which the CONTRACTOR has agreed to pay, and for all amounts for which the CONTRACTOR collects or deducts from workers' wages. ORS 279C.530; OAR 839-025-0020(2)(d)
 8. The CONTRACTOR must submit a Public Work Contract Fee form (WH-39) and pay a prevailing wage rate fee to BOLI. ORS 279C-830 (2); OAR 839-025-0020(2)(e)
 9. The CONTRACTOR must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C3830 (1)(c); OAR 839-025-0020(3)
 10. The CONTRACTOR must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)
 11. The CONTRACTOR shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).
- B. CONTRACTOR warrants all installed materials or systems to be free from design, materials or construction defects and the systems shall perform to the CITY's satisfaction for at least two (2) years from the date the CITY accepts the work. CONTRACTOR warrants that the renovation work shall be performed consistent with professional standards found to be prevalent in the Portland Metropolitan Area.

IV. **INSURANCE REQUIREMENTS:**

- A. The CONTRACTOR agrees to furnish the CITY evidence of commercial general liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors and employees as additionally insured against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The CITY requires a complete copy of the above policy.
- B. The CONTRACTOR warrants that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656.407. CONTRACTORS shall maintain employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 each policy limit.
- C. The CONTRACTOR agrees to furnish the CITY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors, and employees as additionally insured against liability for damages because of bodily injury, death, or damage to property, including loss of use thereof in any way related to this contract. The CITY, at its option, may require a complete copy of the above policy.
- D. The insurance, other than the Workers' Compensation coverage, shall include the CITY as an additional named insured and refer to and support the CONTRACTOR'S obligation to hold

harmless and defend (with attorneys approved by the CITY) the CITY, it's officers, councilors, agents, insurers and employees (all of whom shall be deemed to be covered by the duty of indemnify and defend). Such insurance shall provide at least thirty (30) days written notice to the CITY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the CITY under this insurance. The insurance company will provide written notice to the CITY within sixty (60) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to the CITY. Any insurance or self-insurance maintained by the CITY shall be excess and shall not contribute to it.

V. SUBCONTRACTS:

The CONTRACTOR shall be responsible to the CITY for the actions of persons and firms performing subcontract work.

VI. DEFAULT:

The CITY may, subject to the provisions of paragraph four (4) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:

- A. If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
- B. If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. In the event the CITY terminates this contract in whole, or in part, as provided in paragraph (b) above of this clause, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the CITY for any excess costs for such similar supplies or services; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- D. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule.
- E. The rights and remedies of the CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- F. As used in paragraph (d) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

LIQUIDATED DAMAGES

The CONTRACTOR shall complete all required work under the Contract by **Friday, August 27, 2021**.

Once construction on the project has begun, the contractor must reach substantial completion within **90** days of commencing activity for each phase of work (i.e. crack seal and then slurry seal). The daily amount of the liquidated damages will be \$500 per Calendar Day* for failure to meet this deadline and/or for failure to complete work on-time as required by Section 00180.50(h) of the ODOT Standard Specifications for Construction, latest edition as modified by these Bid Documents. The daily amount of the liquidated damages shall be \$200 for every fifteen minutes (rounded to the nearest one quarter hour) after 5:00 PM that any street is not drivable.

*Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

VII. PERFORMANCE GUARANTEE AND PAYMENT BOND

The CONTRACTOR will be required to file with the CITY Performance and Labor and Material Payment bonds in the amount of 100% of the contract price at the time of execution of the contract. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance guarantee and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond, which it covers. AIA forms may be used for the Performance and Labor and Material Payment bonds.

VIII. MAINTENANCE GUARANTEE

At the completion of the project and prior to received final acceptance by the City, the CONTRACTOR shall provide the CITY with a Maintenance Guarantee in the amount of 25% of the contract amount, which covers any defects in either materials or workmanship, for a period of two years from the date of acceptance. AIA forms will be used for the Maintenance Guarantee.

IX. TERMINATIONS AND AMENDMENTS:

- A. The CITY may terminate this contract for cause or if sufficient funds are not appropriated for the completion of this project.
- B. This contract and any amendments thereto will not be effective until approved in writing by the City of Happy Valley.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein:

CONTRACTOR

CITY OF HAPPY VALLEY

Authorized Signature Date

Chris Randall, Public Works Director

Printed Name and Title

Date

Telephone / Fax Number

Carol Earle, City Engineer

Federal Tax ID Number

Date

.

STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFICATIONS **& SPECIAL PROVISIONS**

The general conditions for this project are the *2021 Oregon Standard Specifications for Construction with City of Happy Valley amendments, Volume 1 (included herewith)*.

The standard technical specifications for this project are the *2021 Standard Specifications for Construction, Volume 2*, available at:

https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf

The *Oregon Standard Specifications with City of Happy Valley Amendments, Volume 1 and the Oregon Standard Specifications, Volume 2* are further modified and supplemented for all projects by the *City of Happy Valley Engineering Design and Standard Details Manual* (available at <https://www.happyvalleyor.gov/business/engineering-division/design-manual-details/>); and are further modified and supplemented for this project by Special Provisions, Supplemental Specifications, project plans, and other references as indicated herein. All above referenced documents are hereby incorporated into and made a part of these Contract Documents in their entirety.

**Special Provisions
for the
Construction of**

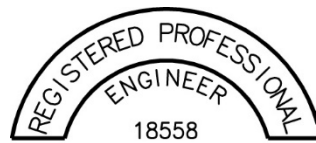
CITY OF HAPPY VALLEY

CLACKAMAS COUNTY, OREGON

2021 Pavement Maintenance Project

CIP-02-21

MARCH 2021



RENEWS: 12/31/2022

Prepared by:



PACE ENGINEERS, INC.
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035-2232
Phone: (503) 597-3222 Fax: (503) 597-7655

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2021 SLURRY SEALS SUMMARY TABLE

PLANS

WORK TO BE DONE

The Work to be done under this Contract consists of the following Pavement Maintenance Program: Slurry Seals 2021 in the City of Happy Valley in Clackamas County:

1. Tree trimming
2. Implement temporary traffic control measures.
3. Grind off all thermoplastic pavement markings.
4. Clean streets.
5. Construct slurry seal wearing surface.
6. Cover valve boxes, manholes, monument boxes and catch basins.
7. Install permanent pavement marking.
8. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the **2021 edition** of the “Oregon Standard Specifications for Construction” produced by the Oregon Department of Transportation and the Oregon Chapter of the APWA.

All numbered references in these Special Provisions in their entirety shall be understood to refer to the Sections and Subsections of the Standard Specifications and Supplemental Specifications bearing like numbers. Unless specifically noted in these Special Provisions, all specifications included in the 2021 edition of the “Oregon Standard Specifications for Construction” shall be strictly adhered to.

The following general notes apply to the entirety of the current edition of the “Oregon Standard Specifications for Construction”:

- Delete all references to ODOT eBIDS website and to electronic submission of bids by any means. The City shall only accept paper bid submissions.
- The City’s standard drawings and the City’s Design Manual shall take precedence in the case of any conflicts.

CLASS OF PROJECT

This is a City of Happy Valley project. The construction of this project is NOT federally funded.

CLASS OF WORK FOR THIS PROJECT

Asphalt Concrete Paving & Oiling, and Pavement Marking

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows.

00110.10 Abbreviations – Add or modify abbreviation(s) as follows:

UNC – Utility Notification Center

00110.20 Definitions – Add or modify definition(s) as follows:

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the City prior to approval of such work.

Award – Same as “Notice to Award”.

Bid – A written offer by a bidder on forms furnished by the City to do work stated in the bid documents at the prices quoted. “Bid” is synonymous with “proposal” in these bid documents.

Bid Booklet – The bound paper version included in the Solicitation Documents.

Bid Documents – The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Bidders Checklist, Payment Bond, Schedule of Values, Bid Bond, Performance Guarantee
- Certificate of Insurance, Prevailing Wage Rates
- The “Oregon Standard Specifications for Construction” by ODOT and APWA, 2021 edition
- The City of Happy Valley “Engineering Design and Standard Details Manual”, current edition
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds – The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order – A price agreement for Extra Work, Changed Work, Field Directives, or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing by the City Project Manager and the Contractor’s designated representative.

Contract – The written contract agreement, including amendments, signed by the Contractor and City, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the City.

City – The term “City” shall mean the City of Happy Valley, including City Councilors, employees, and agents of the City authorized to administer the conditions of these contract documents.

Department – Synonymous with Agency.

Engineer – The City’s Project Manager either acting directly or through an authorized representative(s). The Project Manager for this project and their contact information is below:

Brian Lee, PE, LEED AP, Principal Engineer, PACE Engineers, Inc., 4500 Kruse Way Suite 250, Lake Oswego, OR 97035. Phone: (503) 597-3222; FAX: (503) 597-7655; email: brianl@paceengrs.com

Invitation to Bid – The public announcement (Notice to Contractors) inviting bids for work to be performed or material to be furnished.

Legal Holiday – As defined in 00760.65 “Minimum Wage and Overtime Rates for Public Works Projects”.

Lump Sum – A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Award – A written notice from the City notifying bidders that the City intends to award to the responsible bidder submitting the lowest responsive bid.

ODOT Procurement Office – City of Happy Valley

Owner – Synonymous with Agency.

Project Manager – The Owner’s representative who directly supervises the engineering and administration of the contract.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The City-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

State – Where the term “State” or “State of Oregon” or “ODOT” appears in the contract documents it shall mean “City of Happy Valley”, “State of Oregon”, or “ODOT” as applicable because of context.

Substantial Completion – The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents, such that they can be utilized by the City for the purposes intended as determined by the Engineer.

Work Day – Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and legal holidays.

END OF SECTION

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders – Delete verbiage in this sub-section and replace with the following:

See Instruction to Bidders. (BID DOCUMENTS)

00120.01 General Bidding Requirements – Delete verbiage in this sub-section and replace with the following:

See Instruction to Bidders. (BID DOCUMENTS)

00120.05 Requests for Plans, Special Provisions, and Bid Booklets – Delete verbiage in this sub-section and replace with the following:

Project and bid documents are available on the City's website (<https://www.happyvalleyor.gov/>) for downloading.

Copies of the Oregon Standard Specifications for Construction and Supplements may be purchased from the Oregon Department of Transportation from the Plan Distribution Center in Salem, Oregon.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Delete verbiage in this sub-section and replace with the following:

The City reserves the right to make necessary changes or corrections to the bid documents at any time prior to the opening of bids. The City will notify bidders whose names, addresses, e-mail addresses and telephone numbers appear on the Plan Holder's List, of change or corrections by mail or e-mail. The City may elect to notify bidders by telephone initially and follow up with one of the above notification methods.

The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and sent as stated above. Bids opened and found not to be based on the changes or corrections will not be considered and will be deemed non-responsive.

00120.40 Preparation of Bid

(f) Disclosure of First-Tier Subcontractors – Delete verbiage in this sub-section and replace with the following:

- Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that (ORS 279C.370):
 - a) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and

- b) Will have contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

The disclosure of first tier subcontractors shall include:

- a) The name of each subcontractor; and
- b) The dollar value of work; and
- c) The category of work that each subcontractor will be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a bidder shall so indicate by entering "NONE" or filling in the appropriate check box.

The public contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the public contracting agency to be a non-responsive bid and may not award the contract to the contractor.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists must be submitted within two hours of the bid closing date and time.

00120.50 Submitting Bids for More than One Contract – Delete this sub-section in its entirety.

00120.60 Revision or Withdrawal of Bids – Delete verbiage in this sub-section and replace with the following:

A revision to a proposal after it has been submitted, but prior to the deadline for submission, will be allowed provided it is submitted in a sealed envelope and signed by an authorized individual. Revisions must include bid schedule, bid guarantee, signature page, and be submitted prior to the time set for receiving proposals.

A bidder may withdraw a proposal after it has been submitted provided the withdrawal request is in writing from an individual authorized to sign the proposal and received prior to the time set for opening proposals.

00120.68 Mistakes in Bids – Add this sub-section and the following specifications:

- a) **General** – Clarifications to or withdrawal of a bid after bid opening because of an inadvertent, non-judgmental mistake in the bid requires careful consideration by the City to protect the integrity of the competitive bidding system and to assure fairness to all bidders. Bid corrections or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent it is not contrary to the interest of the City or the fair treatment of other bidders.
- b) **Mistakes Discovered After Bid Closing but Before Award** – This sub-section prescribes standards to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing, but before award.

- 1) Minor Informalities – are insignificant mistakes of form that are evident from the bid documents and do not affect price, quality, quantity, delivery, or contractual obligations except in the case of informalities involving unit price. Minor informalities can be waived or corrected promptly without prejudice to other bidders or to the City. Examples include, but are not limited to:
 - (a) Return of the number of signed bids or the number of other documents required by the bid documents;
 - (b) Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
 - (c) Failure to acknowledge receipt of an addenda to bid documents, but only if:
 - i. It is clear from the bid that the bidder received the addenda and
 - ii. Intended to be bound by its terms, or;
 - iii. The addenda involved had a negligible effect on price, quality, quantity, or delivery.

- 2) Mistakes Where Intended Correct Bid is Evident - If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the City may accept the bid (i.e., typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors). For discrepancies between unit prices and extended prices, unit prices will prevail.

- 3) Mistakes Where Intended Correct Bid is not Evident - The City will not accept a bid in which a mistake is clearly evident on the face of the bid form, but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

00120.70 Rejection of Non-Responsive Bids – Delete verbiage in this subsection and replace with the following:

A bid will be considered irregular and may be rejected if:

- 1) The Schedule of Values (BID DOCUMENTS) provided is not used or is altered.
- 2) The bid is incomplete or incorrectly completed.
- 3) The bid has unauthorized additions, deletions, alternate bids, or conditions.
- 4) A member of a joint venture and the joint venture submit bids for the same project. Both bids may be rejected.
- 5) The bid has entries not typed or in ink or has signatures or initials not in ink.
- 6) Each erasure, change, or correction is not initialed.
- 7) The price per unit cannot be determined.
- 8) The Department finds that it is in the public interest to do so (ORS 279.035).
- 9) The bid guaranty is insufficient or improper.
- 10) The standard bid bond form is not used or is altered.
- 11) Pre-Qualification submission requirements are not met.
- 12) The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the bid document. This requirement

applies to State-funded projects, with the exception of aggregate production and landscape projects.

- 13) A disclosure of first-tier subcontractors/material suppliers, if required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted, or the disclosure form is not complete.
- 14) The City determines that any Pay Item is significantly unbalanced to the potential detriment of the City.

00120.80 Reciprocal Preference for Oregon Resident Bidders – Delete this sub-section in its entirety.

00120.95 Opportunity for Cooperative Arrangement – Delete this sub-section in its entirety.

END OF SECTION

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows.

00130.15 Right to Protest the Award – Delete verbiage in this sub-section and replace with the following:

See Instructions to Bidders. (BID DOCUMENTS)

00130.40 Contract Submittals – Delete verbiage in this sub-section and replace with the following:

See Bid Documents.

END OF SECTION

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.00 Authority of the Engineer – Delete first sentence in this sub-section and replace with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the City), the Engineer has full authority over the Work and its suspension.

00150.05 Cooperative Arrangements – Delete this sub-section in its entirety

00150.40 Cooperation and Superintendence by the Contractor – Add the following paragraphs to the end of this sub-section:

The contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all federal, state and local laws, ordinances or rules and regulations relating to performance of the work. All construction work shall be performed in conformance with the requirements of the Oregon State Department of Environmental Quality, the Environmental Protection Agency and the City.

The contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; uncertainties of weather, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract.

The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface materials to be encountered from inspecting the site, all exploratory work done by the City, as well as from information presented by the drawings and specifications made a part of this Contract.

Any failure by the contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

The contractor warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by City. Representations for which liability is not expressly assumed by the City in the Contract shall be deemed only for the information of the contractor.

00150.70 Detrimental Operations – Add the following specifications to the end of this subsection:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. In addition, prior to construction, the Contractor shall provide to the Engineer a video file showing private property which may be disturbed during construction.

END OF SECTION

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.01 Notification of Source of Supply and Materials – Delete last two paragraphs of

(a) All Materials (regarding DBE Suppliers)

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

00165.03 Testing by Agency – Delete verbiage in this sub-section and replace with the following:

No testing will be performed by the City. All testing shall be the responsibility of the Contractor.

00165.04 Cost of Testing – Delete verbiage in this sub-section and replace with the following:

All testing required to be performed by the Contractor will be considered incidental and will be at the Contractor's expense.

END OF SECTION

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses, and Taxes – Add the following specifications to the end of this sub-section:

This project is to be constructed in City of Happy Valley road right of way and streets. The contractor shall have a current business license with the City of Happy Valley. There are no separate road opening permits required from the City to perform the work required under this contract.

The contractor shall provide paperwork showing that all trucks are current with Public Utility Commission (PUC) paperwork which include maximum load limits.

00170.61 Industrial Accident Protection – Delete last phrase in

(a) Workers' Compensation, "...by 00170.70(d)", and replace with the following:

...by "Contract for Services" agreement.

00170.70 Insurance – Delete verbiage in this sub-section and replace with the following:

See Certificate of Insurance (SECTION 6, BID DOCUMENTS) and SECTION IV of the "Contract for Services" (SECTION 10, BID DOCUMENTS) agreement.

Add the following as Additional Insured's under the Contract:

- City of Happy Valley and its officers, agents, and employees
- City of Happy Valley City Councilors

00170.72 Indemnity/Hold Harmless – Add the following paragraph & bullet items to the end of this sub-section:

Extend indemnity and hold harmless to the Agency and the following:

- City of Happy Valley and its officers, agents, and employees
- City of Happy Valley City Councilors

00170.85 Responsibility for Defective Work – Add the following specification to the end of **(b)(2) Contractor Furnished Warranties; General Warranty for Local Agency Projects**

The term limit for warranties and additional warranties shall be two years from date of final acceptance.

END OF SECTION

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due Under the Contract – Delete the first bullet item in this sub-section.

00180.20 Subcontracting Limitations – Delete **(d) Disadvantaged Business Enterprise (DBE)** in its entirety.

00180.21 Subcontracting – Add the following specifications to the end of **(a) General**:

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the City, at the option of the City, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the City gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

00180.40 Limitation of Operations – Modify the below sub-sections as follows:

(a) In General – Add the following bulleted items:

- Limit hours of construction-related activity to between 7:00 AM to 9:00 PM. Monday through Friday, 8:00 AM to 7:00 PM Saturday, 10:00 AM to 7:00 PM Sunday. Construction-related activities include all field maintenance of equipment, refueling, and pick-up and delivery of equipment and asphalt concrete pavement repairs. Application of slurry seal is further limited, see below
- Slurry Seal shall not be performed on Saturdays, Sundays or on legal holidays observed by the City of Happy Valley.
- Tree trimming to be complete throughout project prior to slurry seal application process beginning.
- Unless otherwise approved by the City, actual slurry seal application may begin no earlier than 7:00 AM. Slurry sealed streets must be drivable (as defined in 00706 of these Special Provisions) and open to traffic not later than 5:00 PM the same day it is applied. If slurry sealed streets are not open to traffic after 5:00 PM, incremental liquidated damages will be applied due to inconveniencing the public.
- Placement of slurry seal material will not be permitted within 24 hours of all solid waste collection services (garbage, recycle, and yard debris) being picked up on the respective street. It is the Contractor's responsibility to coordinate with the solid waste collection service providers to schedule slurry seal accordingly and to confirm that all solid waste collection has been completed on the respective street prior to commencing slurry seal. The contractor will be responsible for coordinating alternative waste pick up if areas are not able to be serviced due to the project. The solid waste collection service contact information can be found in Section 00225.05. The City will provide the Contractor with the solid waste collection routes at the pre-construction meeting.
- Any damage to slurry seal resulting from Contractor's failure to comply with the limitations provided above shall be repaired by the Contractor in a manner acceptable to the Engineer at the Contractor's expense.
- Clean up the project area and leave it in a neat, safe and secured manner at the end of each workday.
- Contractor's and subcontractors' employees, equipment and materials shall not enter or encroach upon private property outside of the limits of the public right-of-way without first obtaining the expressed permission of the property owner, except as needed to provide notices to property owners as required by the contract.
- Provide the City Project Manager with a 24-hour contact person name and telephone number.
- All streets shall be open and drivable by 3:00 PM on Tuesday August 4th for National Night Out.

(b) On-Site Work – Replace with the following:

This is a two part project that involves crack sealing to occur prior to beginning slurry sealing and slurry sealing to occur during the summer months (between the last day of school and the first day of the following school year) beginning no earlier than the completion of the crack sealing phase and concluding no later than the first day of the school year.

The contractor shall not begin On-Site Crack Sealing Work until the Contractor has:

- Received Notice to Proceed for Crack Sealing;
- An approved Project Work schedule for Crack Sealing;
- An approved Traffic Control Plan for Crack Sealing;
- An approved Pollution Control Plan for Crack Sealing;
- An approved Erosion and Sediment Control Plan for Crack Sealing;
- Assembled all necessary Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work Schedule for Crack Sealing.

The contractor shall not begin On-Site Slurry Sealing Work until the Contractor has:

- Received Notice to Proceed for Slurry Sealing;
- An approved Project Work schedule for Slurry Sealing;
- An approved Traffic Control Plan for Slurry Sealing;
- An approved Pollution Control Plan for Slurry Sealing;
- An approved Erosion and Sediment Control Plan for Slurry Sealing;
- Assembled all necessary Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work Schedule for Slurry Sealing.

Add the following at the end of this Subsection;

(c) Specific Limitations: Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitation	Sub-section
Cooperation with Utilities.....	00150.50
Final Completion Time	00180.50
Trash Restrictions	00220.40
Noise Control	00290.32

Be aware of and comply with schedule limitations provided elsewhere in the Standard Specifications and these Special Provisions.

00180.41 Project Work Schedules

The type of schedule required for this work will be a Type “A” Schedule.

Add the following paragraph:

Contractor is required to submit two schedules for this project. Tree Trimming to be completed prior to Slurry Seal application commencing. The Crack Sealing schedule shall have a performance time of 30 calendar days. Slurry sealing schedule shall occur during the summer months (between the last day of school and the first day of the following school year), with a performance time of 30 calendar days, and shall be completed not later than the first day of the

school year. Contractor shall propose a start date for the slurry sealing phase beginning no earlier than 30 days after the completion of the crack sealing phase and a completion no later than the first day of the school year of the project year. Upon commencing each phase of the work, the Contractor shall work continuously until the respective phase is completed.

COVID-19 Physical Distancing Plan

Bidder must submit a work plan or written description explaining how the bidder will meet all Center for Disease Control (CDC) and Oregon Health Authority (OHA) recommendations on physical distancing and personal protective equipment to slow the spread of COVID-19. The City may request updated plans as recommendations change and actions should reflect current recommendations at the time of construction. This plan may be a word document or work plan outline how physical distancing will be met while performing work as described in the scope of work.

The City has the ability to adjust the project schedule due to state mandates.

00180.42 Preconstruction Conference – Delete verbiage in this sub-section and replace with the following:

A preconstruction conference shall be held before the project begins, at a time mutually agreed upon by the City and Contractor.

In addition to the Contractor, the intended project superintendents, on site supervisor and subcontractor foremen – those who will actually be supervising construction activities – should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of the Engineer, of the following:

(Note: These materials shall be brought to the preconstruction conference for discussion followed by Engineer review.)

- Contractor's plan of operation, public notification and progress schedule.
- List of 24 hour phone numbers for the project manager, site foreman, and traffic control supervisor.
- List of subcontractors, names, addresses and phone numbers.
- Traffic Control Plan.

During the preconstruction conference, be prepared to discuss the following items:

- Responsibility for damage
- Hours of work
- Sequencing of work
- Tree trimming
- Public notification procedures
- Procedures for parked vehicles that obstruct the work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and City's employees and representatives
- Suspension of work, time extensions
- Change order procedures

- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in Contract Documents
- Any other problems or questions concerning the work

00180.43 Commencement and Performance of Work – Add the following bullet point to this subsection:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the City's best interest to do so, the City may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

00180.50 Contract Time to Complete Work – Add this subsection and the following specifications:

- (c) Beginning of Contract Time – Replace with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin with the date indicated on the Notice to Proceed of the Crack Sealing work or Slurry Sealing work, respectively.

- (h) Contract Time – Add this sub-section and the following specifications:

Construction is to be completed no later than first day of school. Once construction on the project has begun, the contractor must reach substantial completion within 90 days of commencing activity for each phase of work (i.e. crack seal and then slurry seal).

Recording of the elapse of Calendar Days will begin on the day the Contractor begins On Site Work as defined in 00110.20

00180.70 Suspension of Work – Add the following specifications to the first bullet item in **(a) General**:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the City Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the City Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the City's Risk Management Safety Analyst. If the City's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues, they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85 Failure to Complete on Time; Liquidated Damages – Add the following specifications to the end of

(b) Liquidated Damages:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be as follows:

Complete all work to be done under the Contract by Friday, August 27, 2021. Once construction on the project has begun, the contractor must reach substantial completion within 90 days of commencing activity. The daily amount of the liquidated damages will be \$500 per Calendar Day* for failure to reach substantial completion within 30 days of commencing work for each phase of work (i.e. crack seal and then slurry seal) and/or for failure to complete work on-time as required by 00180.50(h).

*Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

(c) Inconveniencing the Traveling Public

Contractor shall pay to the City, not as a penalty but as liquidated damages for inconvenience to the traveling public, \$200 for every 15 minutes (rounded to the nearest one quarter hour) after 5:00 pm that any street is not Drivable as defined in Section 00706.02 of these Special Provisions.

END OF SECTION

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20 Contractor to Provide Vehicle Weigh Scales – Delete verbiage in **(g) Agency-Provided Weight Technician** and replace with the following:

The Contractor must provide a weigh technician if deemed necessary. The City will not provide one for the Contractor.

END OF SECTION

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.50 Progress Payments and Retained Amounts – Modify these sub-sections as follows:

(a) Progress Payments

(1) Progress Estimates – Delete the first sentence in this sub-section and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for approval.

(4) Limitations on Value of Work Accomplished – Delete the phrase “Engineer’s estimate” in this sub-section and replace with the following:

“Contractor’s estimate”

(b) Retainage – Delete the first paragraph in this sub-section and replace with the following:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished and will be retained in one of the forms specified in sub-section 00195.50(c), including the modifications specified below. The City will withhold Retainage from all force account and change order work.

(c) Forms of Retainage – Delete the first paragraph in this sub-section and replace with the following:

Forms of acceptable retainage are set forth below in sub-section 00195.50(c)(1) through (3). "Cash, Alternate A" or "Cash, Alternate B" are the City-preferred forms of retainage. Unless the Contractor notifies the City otherwise in writing, the City will automatically hold retainage per sub-section 00195.50(c)(2) "Cash, Alternate B (No Interest Earned)." If the City incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the City may recover such costs from the Contractor by a reduction of the final payment.

(2) Cash, Alternate B (No Interest Earned)

Add this sub-section and the following specifications:

Retainage will be deducted from progress payments and held by the City until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

END OF SECTION

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.30 Claims Procedure – Add the following sentence immediately before

(a) General:

The Contractor must properly submit a claim as detailed in this sub-section, 00199.30.

00199.40 Claim Review Procedure – Delete verbiage in this sub-section and replace with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The City intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Project Manager will review the Engineer's decision on the claim and advise the Contractor of the decision in writing. If the Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Project Manager finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Project Managers decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

END OF SECTION

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications supplemented and/or modified as follows:

00210.00 Scope – Delete this section and substitute the following:

This work consists of operations and preparatory work necessary to become ready to perform the work or an item of work. A portion of this work shall be considered “Demobilization” and shall include but not limited to site cleanup including offsite borrow and waste areas, staging areas including the restoration and/or removal of debris, rubbish, unused materials, equipment and tools.

END OF SECTION

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

00220.02 Public Safety and Mobility – Modify these sub-sections as follows:

(b) Temporary Pedestrian Accessible Route Plan – Add the following bullet point to this sub-section:

- Do not place work zone signs or supports that will block existing or temporary pedestrian access routes.

(c) Bicyclists – Add the following bullet point to this sub-section:

- Do not place work zone signs or supports that will block existing or temporary bicycle access routes.

00220.04 Public Notification – Add this sub-section and the following specifications:

Work shall be performed in a manner that will minimize inconvenience to businesses and the public. **For all non-residential accesses, at least one lane of the access shall remain open**

for bi-directional traffic flow unless an alternate access is available. The contractor shall provide the necessary flaggers, barricades and appropriate signage to maintain these accesses.

The contractor shall provide such barricades as required to close the street to protect the uncured slurry from vehicular traffic. When specified, the contractor shall provide such flaggers and barricades as required to protect the uncured slurry seal from vehicular traffic. Where necessary as directed and approved by the Inspector, the contractor shall spread a thin pathway of sand across the fresh slurry at pedestrian crossings and high traffic street intersections to allow traffic to cross perpendicular to the mat. Any damage to the uncured slurry shall be the responsibility of the contractor.

The City shall provide the contractor “NO PARKING” signs for use in posting streets in advance of slurry sealing. Streets may be posted “NO PARKING” between the hours of 7:00 AM and 5:00 PM. Posted parking prohibitions shall be restricted to one working day. Parking prohibitions proposed outside of the listed time frame or for more than one working day, must have prior approval, in writing, from the Engineer. Streets not completed must be rescheduled.

Signs should be placed no less than thirty-six (36) hours or no more than seventy-two (72) hours prior to commencement of work. These “NO PARKING” signs shall be mounted by the contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the contractor. Signs shall be posted every 100 feet on both sides of the street affected. At the completion of all work, all used “NO PARKING” signs shall be returned to the Engineer. At the end of the project, any unused “NO PARKING” signs shall be returned to the Engineer.

The Contractor shall not leave “NO PARKING” signs up in the event the road needs to be rescheduled.

The City shall also provide the contractor with door-knob notices in sufficient quantities which will further serve to advise the general public of the pending parking restrictions. These notices will also provide general information. **The notices shall be left on or at the front door of each dwelling, apartment unit, or tenant of a commercial unit abutting any of the streets on the list. The notices will also need to be placed on any front door where the only access to the roadway is being affected (i.e. a cul-de-sac, alley, private street, etc. that enters onto a roadway being slurried).** This should be done at the same time the “NO PARKING” signs are first placed in the area. Each day, prior to commencement of work, the contractor shall verbally contact, whenever possible, the residents to notify them of impending work. Notification shall be given enough in advance to allow residents to move personal vehicles prior to work beginning. At the end of the project, any unused door hangers shall be returned to the City Project Manager.

If a street is to be rescheduled, the Contractor shall notify all affected residents that day. The contractor shall log the posting of the “NO PARKING” signs and door hangers in order for towing to occur for slurry seals. The log will be submitted on a weekly basis to the Inspector and contain the following minimum information:

- Street Name
- Location (From and To)
- Date Posted
- Time Posted
- Posted By

The contractor shall place a cone (multiple on commercial driveways) in the middle of each driveway when the slurry seal is not to be driven on. Cone(s) shall be removed by the contractor once the street is re-opened to traffic.

Payment for traffic control shall be lump sum and shall include all labor, permits, equipment, and materials necessary to coordinate and comply with current MUTCD, OTTCH and City standards.

00220.40 General Requirements – Delete verbiage in **(e) Lane Restrictions** and replace with the following:

Contractor shall not close any traffic lanes, and all barricades and objects from the roadway shall be removed by 5:00 p.m. all days or during the following periods, whichever is earliest:

(1) Weekdays:

- All times outside City's Construction Hours Restrictions.
- See City's Construction Hours Notice Sign Standard Detail, current version available on the City of Happy Valley website.

(2) Weekends:

- Between 5 p.m. on Friday and 7 a.m. on Monday.

(3) Days when School is in Session:

- Contractor to follow construction hours conditions as provided by the City Engineer or designated representative.

(4) Holidays and Special Events:

- Comply with ODOT Standard Specifications Sub-section 00220.40(e)(2).

END OF SECTION

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications, modified as follows.

00225.05 Contractor Traffic Control Plan – Delete verbiage in this sub-section and replace with the following:

The Contractor shall submit a Traffic Control Plan at the Pre-Construction Conference for all components of this project. The contractor shall provide a temporary pedestrian traffic control plan for City review.

One lane of traffic shall remain open at all times to emergency vehicles and school buses. This traffic shall be given priority access through the work zone regardless of slurry seal surface condition.

The Contractor shall notify the following entities no less than seven (7) days prior to full closure:

- City Engineering Division
- City Code Enforcement
- School District
 - o Cheryl Sutton, (503) 353-6150 x37791
- Emergency Services
 - o Fire/Police, (503) 655-8211
- Solid Waste Collection
 - o Hoodview Disposal, (503) 668-8300
 - o Sunset Garbage, (503) 774-4122
 - o Waste Management, 800-808-5901
- All impacted residents and businesses

00225.90 Payment – Delete verbiage in this sub-section and replace with the following: Costs for temporary protection and direction of traffic, temporary street signage, striping, and appurtenances, and all other incidental costs incurred will be paid for at the Contract lump sum amount for the item "Work Zone Traffic Control". Payment will be in full for furnishing, installing, moving, operating, maintaining, inspecting and removing materials required to complete the work as specified.

END OF SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications supplemented and/or modified as follows:

00280.14 (Erosion Prevention Materials) through 00280.16 (Sediment Control Materials)

Delete these sub-sections in their entirety.

00280.17 Materials – Add this sub-section and the following specifications:

All materials for erosion, runoff, and sediment control shall comply with requirements in the City of Happy Valley Design Manual and Clackamas County Water Environment Services Erosion Prevention and Sediment Control Planning and Design Manual.

00280.90 Payment – Delete verbiage in this sub-section and replace with the following:

Payment for erosion and sediment control is to be incidental to the project.

END OF SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications supplemented and/or modified as follows:

00290.30 Pollution Control – Delete the final paragraph of

(b) Pollution Control Plan and replace with the following:

No Pollution Control Plans are included in the Contract Construction Plan Set.

00290.90 Payment – Delete verbiage in this sub-section and replace with the following:

Payment for pollution control is to be incidental to the project.

END OF SECTION

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications, supplemented and/or modified as follows:

00310.80 Measurement No measurement of quantities will be made for work performed under this section.

Add the following section:

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications, supplemented and/or modified as follows:

00320.00 Scope: Add the following paragraph

Removal of branches and vegetation according to this section will occur within the slurry seal project area. City will provide notification regarding branches and vegetation removal to residents once before project is advertised for bidding and again at least 30 days prior to the start day of the project as submitted by the Contractor.

Tree trimming is to be complete throughout project prior to slurry seal application process beginning.

Contractor is required to provide 48 hours door hanger notices to residents prior to commencing work on removal of any branches and vegetation over roadways adjacent to their respective properties.

00320.40 Clearing Operations: Delete verbiage in the sub-section and replace with the following:

(c) Tree Trimming - Trim trees according to good tree surgery practices, as directed to remove safety hazards such as:

Branches and vegetation over roadways shall be trimmed to provide at least 14 feet of clearance above the roadway surface.

00320.90 Payment

Delete first paragraph and replace with the following:

Payment for clearing, grubbing, disposal, and cleanup work will be paid for at the Contract unit price, each for the item "Clearing and Grubbing (Tree trimming)".

END OF SECTION

Add the following section:

SECTION 00706 – EMULSIFIED ASPHALT SLURRY SEAL SURFACING

Comply with Section 00706 of the Standard Specifications supplemented and/or modified as follows:

00706.00 Scope – Add the following paragraphs:

Slurry sealing for this project shall meet Type II criteria as identified in the Standard Specifications.

Slurry sealing schedule shall occur during the summer months (between the last day of the school year and the first day of the following school year) and shall have a performance time of 30 calendar days. Contractor shall propose a start date for the slurry sealing schedule beginning no earlier than the completion of the crack sealing phase and a completion no later than the first day of the school year.

The Contractor is responsible for coordinating with the local solid waste collection service providers, to ensure slurry sealed streets are not damaged due to heavy vehicular traffic. Solid waste collection service occurs throughout the week. The City will provide the Contractor with a direct contact for the solid waste collection service providers. The Contractor is responsible for coordinating with the solid waste supplier, or coordinating another method of solid waste removal, if any areas are not able to be serviced.

00706.02 Abbreviations and Definitions:

Drivable – The point at which a newly slurry sealed roadway can be opened up to automobile traffic and without causing pick-up of newly placed slurry seal, visible impressions/imprints/rutting or any other observable damage to the slurry seal; and/or any damage to vehicles.

ISSA – International Slurry Surfacing Association

00706.10 Emulsified Asphalt – Delete verbiage in this sub-section and replace with the following: The asphalt emulsion shall be homogenous and shall be a latex modified cationic quick-setting asphalt emulsion. The latex polymer material shall be co-milled with the emulsion solution. The emulsion manufacturer shall certify that the emulsion contains a minimum of 2.5-3% latex solids based on the weight of asphalt (asphalt residual) within the emulsion for each load. The emulsified asphalt shall be within $\pm 1\%$ of the design emulsion content.

The LMCQS-1h latex modified quick setting asphalt emulsion shall meet the following requirements when tested according to AASHTO T59:

TEST	SPECIFICATIONS
Saybolt Viscosity, seconds at 77°F (25°C)	15-50
Residue from Distillation, Mass (Weight)%	60% minimum
Sieve Test, % Retained on No. 20 (850µm)	Sieve 0.1 maximum
Particle Charge	Electroplate Positive
Settlement (Storage Stability), 24-hour	1% maximum
Cement Mixing Test	(informational)

The residue shall pass the following specifications:

TEST SPECIFICATIONS	SPECIFICATIONS
Penetration at 77°F (25°C), 3.5 ounces (100 grams), 5 seconds	40-90 minimum
Solubility in CS2 or TCE	97.5 minimum
Softening Point (ring & ball) Degreed F.	130 minimum
Ductility at 77°F (25°C), inch (cm)	15.7 (40) minimum

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/ Compliance to assure that it meets specification and is the same as that used in the mix design.

00706.12 Aggregate – Delete verbiage in this sub-section and replace with the following:

The aggregate used shall be clean, angular, durable, well graded, and uniform. It shall be resistant to abrasion and free from lamination, weak cleavages, and undesirable weathering. The aggregate shall consist of broken stone, crushed gravel, slag, or a combination thereof. To assure the material is totally crushed, 100 percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

Aggregate shall meet the following test requirements:

TEST	SPECIFICATIONS
Abrasion Resistance, AASHTO T96	35% Maximum
Soundness, AASHTO T104 Using NA2SO4 Using MgSO4	15% Maximum 25% Maximum
Sand Equivalent, AASHTO T176	60 Minimum

Percentage composition by weight of the aggregate shall conform with the following gradation prior to the addition of any mineral fillers such as cement or lime. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end. The finished product shall be clean, uniform in quality and free from wood, bark, roots and other deleterious materials.

SIEVE	TYPE I % PASSING	TYPE II % PASSING	STOCKPILE TOLERANCE
3/8" (9.55mm)	100	100	0

No. 4 (4.75 mm)	100	90-100	±5%
No. 8 (2.36 mm)	90-100	65-90	±5%
No. 16 (1.18 mm)	65-90	45-70	±5%
No. 30 (600 µm)	40-65	30-50	±5%
No. 50 (300 µm)	25-42	18-30	±4%
No. 100 (150 µm)	15-30	10-21	±3%
No. 200 (75 µm)	10-20	5-15	±2%

00706.13 Additives and Mineral Filler – Delete verbiage in this sub-section and replace with the following:

Portland cement, hydrated lime, limestone, dust, fly ash or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Additives may be used to accelerate or retard the break-set of the slurry seal or to improve the resulting finished surface only when their quantity can be metered. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required after approval by the City Project Manager.

If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

00706.15 Job Mix Formula – Delete verbiage in this sub-section and replace with the following:

At the preconstruction conference, the contractor shall submit a signed original slurry seal mix design incorporating the aggregate and asphalt materials to be used on the project. Percentages of each individual mix material required shall be shown on the mix design report. The mix design shall be developed using the specific materials and same aggregate gradation that will be used for this project and that the treated area will be opened to traffic within 2-3 hours after placement. Previous mix designs shall not be accepted unless authorized by the City Project Manager. After the mix design has been approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design and then approved by the City Project Manager. Water, not exceeding 11% by mass (weight) to asphalt emulsion, shall be used to develop a good mix. **No work will begin prior to acceptance and approval of the mix design submittal.**

(a) Laboratory Evaluation- Have the mix design prepared and tested by a laboratory which has experience in designing Emulsified Asphalt slurry seal Surfacing. Determine the proportions of component materials and perform the tests described in 00706.15(b). The final mix design shall meet the limits described in 00706.15(b) and 00706.15(c).

(b) Mix Design Tests:

TEST	DESCRIPTION	SPECIFICATIONS
ISSA TB-106	Slurry Seal Consistency	0.79-1.18 inches (2-3 cm)
ISSA TB-139 Wet Cohesion	Wet Cohesion	
	30-minute set 60-minute set	12kg-cm Minimum 20 kg-cm Minimum
ISSA TB-114	Wet Striping Pass	(90% Minimum)
ISSA TB-100	Wet-Tack Abrasion Loss, 1-Hour Soak	75 g/ft ² (807 g/m ²) Maximum
ISSA TB-113	Mix Time @ 77°F (25°C)*	Controllable to 180 seconds minimum

*The mixing test and set time should be done at the highest temperature expected during construction.

The wet track test is used to determine the minimum asphalt content required in a slurry seal system.

The mixing test is used to predict how long the material will be mixed in the machine before it begins to break. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19. The report shall clearly show the proportions of aggregate, the minimum and maximum proportions of mineral filler and water, additive usage, and asphalt emulsion based on the dry weight (mass) of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed for use on the project.

Show the percentages of each individual material required in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Engineer will give final approval of such adjustments.

Component Materials – The Engineer will approve the mix design, all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

COMPONENT MATERIALS	LIMITS
Residual Asphalt	Type I: 10-16% Type II: 7.5-13.5% (Based on dry weight of aggregate)
Mineral Filler	0.0-3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As needed to achieve proper mix consistency. Total mix liquids shall not exceed the loose aggregate voids. Use ISSA T106 to check optimum liquids.

00706.21 Mixing Equipment – Add the following specifications to the end of this sub-section: At the end of the first paragraph: During placement of the slurry, the equipment shall not exceed 180 feet per minute. The minimum agitation time is three minutes, six minutes is preferred.

Add to subsection (a) Proportioning Devices - The Contractor shall allow the Engineer to use the recorders and measuring facilities of the slurry seal unit to determine application rates, asphalt emulsion content, mineral filler and additive quantities for a single load.

Replace subsection (b) Calibration - Calibrate, in the presence of the Project Inspector, each slurry mixing unit to be used on the Project prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted by Project Inspector provided they were made during the **previous 60 days**. The documentation shall include an individual calibration of each material at various settings, which can be related to the machines metering devices. No machine will be allowed to work on the Project until the calibration has been completed and/or accepted. **Any equipment replacement affecting material proportioning requires that the machine be recalibrated.**

00706.22 Spreading Equipment – Add the following specifications to the end of this sub-section: The drag shall not leave a rough surface texture. The drag shall be cleaned or replaced as necessary to ensure that slurry mix accumulations do not cause scores or streaks.

The slurry seal spreader box in use shall be clean and free of slurry seal and emulsion at the start of each work shift.

00706.23 Rollers

Replace this section with the following:

When required by the Engineer, only pneumatic-tired rollers will be used. Pneumatic-tired rollers shall be capable of exerting a ground pressure of not less than 80 pounds per square inch of tire contact area, be self-propelled and be equipped with a water spray system.

00706.31 Labor – Add the following verbiage:

00706.31 Minimum Workers Required

There shall be a minimum of three (3) squeegee men, one (1) truck driver and one (1) truck operator on site at all times.

00706.32 Minimum Workers Experience

The combined experience of the truck operator and the three (3) squeegee men shall be a combined minimum of ten (10) years in their current work duties.

00706.41 Preparation of Surface – Delete (g) **Pavement Markings** verbiage and replace with the following:

Before slurry seal is to be applied to any area, remove all reflector buttons, thermoplastic markings, cold tape markings, and paint markings so that at least 90% of the pavement marking materials are removed by any approved process (i.e., hydro-blasting, grinding, or shot blasting) that leaves no damage to the underlying pavement or a scar depth that is no greater than 1/8" deep.

If the pavement markings are removed using a dry mechanical abrasion process, a positive means

to control airborne dust is required with use of a dust collector attached to the removal equipment. Accumulation of heavier debris, accumulated piles of any debris on the surface or from the right-of-way as a result from the removal operation shall be collected and disposed of in accordance with applicable Federal, State, and Local regulations, at no additional cost. If pavement markings are removed using water blasting, the truck mounted water blaster shall be capable of simultaneously vacuuming the spent water and debris as it progresses, leaving the pavement clean.

(g) Pavement Markings – Remove, all reflector buttons before slurry seal is to be applied to any area, as determined by the Engineer. Remove all permanent thermoplastic pavement markings as directed by the Engineer. Thermoplastic pavement markings that are removed will be replaced by the Contractor. Remove all paint pavement markings prior to applying slurry seal to prevent bleeding through the slurry seal and to allow for proper adhesion.

00706.45 Joints

Replace the first paragraph with the following verbiage:

Construct a uniform line at intersecting streets as shown on the plans, using a six (6) wide paper or suitable equivalent and a good seal at curb lines. Construct the flow line at curbs to allow storm drainage flow to catch basins without bonding along the flow line. In the case of a concrete gutter, cover the gutter line joint with the slurry seal, with an allowed overlap of up to 6 inches. Streets that have been recently slurry sealed that cross this Project shall not be slurry sealed again.

00706.48 Rolling

Replace this section with the following:

Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

00706.49 Cleanup – Add the following paragraph:

The Contractor shall be responsible, at no additional cost to the City, for street sweeping one week after slurry seal application.

One week after completion of the project, the Contractor shall perform a vacuum sweep of the project area to pick up residual sand remaining from the slurry seal project. The limit of the sweeping shall be on all newly slurry sealed streets and 200 feet down-gradient on streets that are contiguous to the newly slurry sealed streets.

00706.51 Provision for Traffic – Add the following paragraphs.

The Contractor shall provide for the passage of emergency (e.g. fire, ambulances, police, and disabled persons) vehicles through the work zone when required.

It shall be the responsibility of the Contractor to post/re-post on a daily basis the notifications and signs as required for road closures, detour route designations and changes in the work schedule. The Contractor shall remove all barricades and signs immediately when it is determined that the street is drivable. No area shall be slurry sealed that requires closing the street past 5:00 PM without prior approval from the Engineer.

Where speed bump thermoplastic is removed with this project, bumps shall be marked by City approved signage mounted on barricades provided by the Contractor. When speed bump thermoplastic is removed the Contractor shall set out signage/barricades and be responsible for ensuring they remain in place until Contractor has installed permanent markings. No separate or additional payment will be made for setting out or maintaining barricades.

00706.80 Measurement: Replace the second paragraph with the following

Slurry seal will be measured on the area basis, as tabulated and included in the Contract Drawings. If Contractor finds a discrepancy between tabulated area in the contract and area in the field, Contractor shall notify the Engineer. Such area will be recalculated by taking the nominal width of the street and multiplying it by the length of slurry seal applied. For streets with cul-de-sacs and knuckles, those areas will be calculated by squaring the nominal radius, multiplying it by 3.142, and then multiplying by the applicable fraction for partial circles. Irregular Areas existing outside of the parameters identified above (i.e. curb returns, etc.) will be considered incidental.

END OF SECTION

SECTION 00746 - CRACK SEALING FLEXIBLE PAVEMENTS

Replace the section as follows:

00746.00 Scope – This work consists of repairing and resealing cracks in flexible pavements at locations designated by the Engineer. Crack Sealing schedule shall have a performance time of 30 calendar days and shall be completed not later than June 30th, of the project calendar year. Begin and end locations of crack sealing and areas to be excluded from crack sealing will be identified by the Engineer.

This work also includes sealing interfaces between Portland Cement Concrete (PCC) curb or PCC gutter and asphalt concrete pavement, referred to herein as “curb seal”, where directed by the Engineer.

00746.10 Sealants – Furnish all sealant materials for crack repair of flexible pavements that is approved by the Engineer before being incorporated into the work. Before beginning work, furnish a complete written statement of the origin, composition and manufacturer of materials that are to be used.

The sealant shall be CRAFCO ROADSAVER 534, or approved equal, hot-poured type sealant intended for use in sealing cracks in asphalt concrete pavement that meets the requirements of ASTM D 6690.

00746.20 Equipment – Use proper sealing equipment for the specific material listed according to the manufacturer’s recommendations. The equipment for sealing compounds shall be a melting kettle of the double boiler, indirect heating type, using oil as a heat-transfer medium. The kettle shall be an effective, mechanically operated agitator equipped with a positive, thermostatic temperature control.

Crack sealing shall be completed using a “U” shaped or “V” shaped squeegee. Curb sealing shall be completed using equipment meeting the construction requirements stated in section 00746.42.

00746.40 General – Provide traffic control according to Sections 00220 and 00225.

Contractor will be required to notify residents by door hanger or signage a minimum of two (2) calendar days in advance prior to crack sealing on the respective street(s).

00746.41 Mixing and Heating – Follow the manufacturer’s recommendations for application. Mix and heat the sealant materials to a minimum temperature of 280 °F. Do not heat the material above 400 °F.

00746.42 Installation Procedure – Where installation procedures, or any part of the procedures are required to be done according to the recommendations of the manufacturer of the sealing compound, submit catalogue data and copies of the recommendations before installing the materials.

Clean all cracks and curb or gutter interfaces designated for sealing of loose and foreign matter using a compressed hot air lance capable of providing a high velocity, heated air stream meeting the following minimum requirements: 1000 ft/sec exit velocity, 40 to 100 CFM compressed air capacity at 75 to 150 PSI that will produce a heated air temperature range of 600 °F (315 °C) to 2500 °F (1370 °C). Care must be taken to prevent burning the asphalt concrete pavement.

Do not place any sealant without the prior approval of the Engineer.

The face of the crack shall be surface dry, and the ambient and pavement temperatures shall be at least 45 °F and rising at the time of application of the sealant.

Install the sealant so that the in-place sealant is well bonded to the pavement and free of voids or entrapped air.

Seal the cracks from the bottom up in a neat manner, so that upon completion of the work the surface of the sealant material is flush to 1/16 inch above the adjacent pavement surface. Refill or “spot” all low areas before continuing work. The over band created by using the “U” shaped or “V” shaped squeegees shall not exceed 3 inches in total width, shall be flush and/or slightly raised, and shall have a smooth finished surface.

Curb sealing shall be from the bottom up in a neat manner, so that upon completion of the work the surface of the sealant material is flush to 3/16 inch below the adjacent pavement surface. Refill or “spot” all low areas before continuing work. The overlap shall not be greater than one-half inch (1/2”) on either side of the curb seal.

00746.43 Cleaning and Sanding Delete verbiage in this sub-section and replace with the following:

Perform the following work when crack sealing prior to a hot mix asphalt overlay or to prevent traffic damage and “pickup”:

- Apply CRAFCO DETACK 34681 immediately after sealant is placed. Apply per manufacturer's recommendations.
- Do not allow any traffic or construction equipment on the newly sealed cracks for at least one hour after placement of the sealant and refilling has been completed.

00746.80 Measurement – The quantities of sealed cracks (including sealed curbs) will be

measured on the length basis.

The contractor will provide the Engineer (or their designee) with delivery receipts of the material provided for the project. The Engineer (or their designee) may verify the quantity of the delivered material prior to the contractor commencing work. The Engineer (or their designee) and the contractor will maintain and compare records on the quantity of material provided by the contractor throughout the construction period and will reach concurrence on the final quantity for payment prior to Contractor's submittal of the respective pay request.

00746.90 Unit Basis – The accepted quantities of sealed cracks and curb sealing will be paid for at the Contract unit price, per foot, for the item "Crack Sealing".

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for required cleaning and routing.

No payment will be made for unused crack seal material. Unused crack seal material at the end of the project will remain the property of the contractor.

No separate or additional payment will be made for Mobilization or Temporary Protection & Direction of Traffic under Section 00746 Crack Sealing Flexible Pavements.

END OF SECTION

SECTION 00865 – LONGITUDINAL PAVEMENT MARKERS – DURABLE

Comply with Section 00865 of the Standard Specifications supplemented and/or modified as follows:

00865.45 Installation – Add the following specifications to the end of this sub-section:

Only Method AB shall be used.

00865.80 Measurement – Add the following specifications to the end of this sub-section:

All striping installed in accordance with this section shall be white 4" thermoplastic fog-line, unless otherwise specified.

END OF SECTION

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS & BARS

Comply with Section 00867 of the Standard Specifications supplemented and/or modified as follows:

00867.45 Installation – Delete the following bullet items in this sub-section:

- Type C: Cold-Applied Plastic Film
- Type D: Methyl Metacrylate

00867.50 Placement – Add this sub-section and the following specifications:

00867.50 Placement – Contractor to place markings as follows:

- Stop Bar: 12"-wide white thermoplastic bars at every location where a stop sign is present, in accordance with City Standard Details.
- Crosswalks: Re-install all marked crosswalks with 24"-wide by 9'-wide white thermoplastic staggered continental crosswalk bars as instructed by the City per standard drawing number 330.
- Engineer to verify location and extents of all markings prior to application.

END OF SECTION

PLANS, DRAWINGS AND EXHIBITS