

**MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT,
PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, APRIL 28, 2020, 6:00 PM, MT**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Freddy Rodriguez ____ Marty Justus ____ Ramon Palomo ____ Dan Capron ____
Michael Braden ____ Norm Crume ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on April 27, 2020. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) PUBLIC COMMENTS Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

5) OLD BUSINESS

A) Recommendation of Award for South Oregon Street Improvements Project

6) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

7) EXECUTIVE SESSION

A) ORS 192.660(2)(h): Current or Pending Litigation

8) NEW BUSINESS

A) Possible Action Following Executive Session

9) ADJOURN



**AGENDA REPORT
OLD BUSINESS
April 28, 2020**

To: Mayor and City Council

FROM: Betsy Roberts, City Engineer

THROUGH: Adam J. Brown, City Manager

SUBJECT: **RECOMMENDATION OF AWARD FOR SOUTH OREGON STREET
IMPROVEMENTS PROJECT**

DATE: April 25, 2020

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD THE SOUTH OREGON STREET IMPROVEMENT PROJECT TO WARRINGTON CONSTRUCTION FOR \$716,225.

SUMMARY:

The South Oregon Street Improvement Project extends from Idaho Street to South 4th Street, and includes replacement of existing concrete curb ramps with expanded, ADA compliant ramps, including additional landscaping space, as well as the removal of the existing mid-block crossing ramps. Additionally, the project includes milling of existing asphalt pavement and repaving of the full-width of the street through this section. Stormdrain improvements will be conducted along the street length, including addition of new catchbasins and manholes.

BACKGROUND:

The South Oregon Street Improvement Project has been in the development process for several years now, as funds were collected, ideas for ADA ramp and landscape combination reviewed, and coordination with property owners conducted. The design was completed and bid.

CURRENT SITUATION:

Advertising began the week of April 6th and the bid opening was April 23rd. Several general contractors picked up the project, and two actually bid: Granite Construction out of Cascade, Idaho, and Warrington Construction, locally. Bids are:

Warrington Construction	\$716,225.00
Granite Construction (corrected)	\$743,699.59

ANALYSIS:

- A. **STRATEGIC PLAN** The following city core strategic plan goals are met: Desirability, Beauty, Lifestyle, and Growth. This project significantly beautifies the downtown area, by bringing updated ADA ramp "bulb-outs" with landscape space, resulting in increased desirability for the downtown area. The attractiveness of the project improves the downtown lifestyle, and the improved pavement allows for additional growth and life to the existing pavement section.
- B. **FINANCIAL** More detailed financial options provided on slides. In general, the financial situation is:

Remaining Project Fund Available: \$488,020

Budget Shortfall: \$228,205

The project has been broken down into two Schedules:

Schedule A - Concrete Work (ramps/bulbouts) only - \$561,625

Schedule B - Mill and Pave only - \$154,600

Schedule A can be awarded on its own, but must be conducted before Schedule B.

The City Engineer's review of the bids are that both are reasonable and the overall cost of the project is good.

City staff recommends the project not be split out and be completed all at once. The funding as recommended in the presentation will come from a few different funding sources. A budget resolution will be provided at the next City Council meeting.

- C. **TIMING** Timing is critical. The low bid contractor has agreed that he can complete the work within the schedule required (end of August to accommodate the Tater Tot Festival). We do not anticipate prices to get lower if rebid. This street should be repaved in the very near future, and property owners in the downtown core are expecting this project to occur. The pandemic virus has left a quieter downtown than normal, so taking advantage of that opportunity would be beneficial to all.
- D. **POLICY/LEGAL** Council needs to take action on the Recommendation of Award.

ALTERNATIVES:

Award the bid and begin the Project.

Award just a portion of the bid - Schedule A Concrete work. And conduct the paving next spring. Cost this year: \$561,625

Do not award either Schedule A or Schedule B. This runs the risk of higher prices next spring.

RECOMMENDATION:

Staff recommends awarding both Schedule A and B, using a mixture of funds to support the need to fill the shortfall.

ATTACHMENTS:

1. warrintonSOREGON-04232020145432
2. April 28 2020 ONT Council S Oregon Funding Options V2 (1) (2)

BID FORM

**City of Ontario, Oregon
South Oregon Street Improvement
Idaho Avenue to 4th Avenues**



**City of Ontario
444 SW 4TH Street
Ontario, Oregon 97914**

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ARTICLE 1— BID RECIPIENT

1.01 This Bid is submitted to:

The City of Ontario for the improvement of South Oregon Street between Idaho Avenue and 4th Avenue. Work shall consist of Excavation and remove of mid-block cross walks and existing intersection with handicap ramps. Work shall also Construction of new catch basins with storm lines, curb and gutter, bulb-out intersection with new ADA handicap ramp, and landscape areas. Work shall also include a 2 inch mill/overlay on the exiting pave areas as shown in the project plans and specifications and all supporting construction surveying.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2— BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3— BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4/13/20</u>
<u>2</u>	<u>4/21/20</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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- B. Bidder has visited the Site and become familiar with and is satisfied as to the general,

local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Bidder has obtained and carefully studied the Bidding Documents investigated conditions of the surface, subsurface and Underground Facilities at the site and contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in Paragraph 3.01.E above Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4— BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01 .D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 6— TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Oregon ORS 279C.830(1)(c); OAR 839-025-0020(5)(a) and file public Works bond with the Construction Contractors Board and pay prevailing wages during the duration of the project.

ARTICLE 7— ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security as per Article 8 of Instructions to Bidder
 - B. Bidder shall include in his/her Bid the name, or names and address, or addresses, and Oregon Contractor License Numbers. 161184.
 - C. In addition all First-Tier Subcontractors must be submitted BOIL Form WH-179 on the advertised bid closing date and within two working hours after the advertised bid closing time.
 - D. Evidence of authority to do business in the state of Oregon or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. State of Oregon Contractor License with a Public Works Bond (If Exempt for Bond provide CCB letter for exempt), CCB ID No. _____

ARTICLE 8— DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9— BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: WARRINGTON Construction Corp of Oregon (SEAL)State of Incorporation: OREGONType (General Business, Professional, Service, Limited Liability): Gen. BusinessBy: Chelsey Warrington

(Signature -- attach evidence of authority to sign)

Name (typed or printed): CHELSEY WARRINGTONTitle: PRESIDENT

(CORPORATE SEAL)

Attest: [Signature]Date of Qualification to do business in Idaho is 07/01/94

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

Bidder's Business Address PO Box 910 ONTARIO OREGON 97914Phone No. 208-452-2555 Fax No. 208-452-2557E-mail brookswarrington@gmail.comSUBMITTED on April 23, 20 20

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Warrington Construction Corporation of Oregon
P.O. Box 910, Ontario, OR 97914

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company
1001 4th Avenue, 38th Floor, Seattle, WA 98154

OWNER (Name and Address):

City of Ontario
444 SW 4th Street, Ontario, OR 97914

BID

Bid Due Date: April 23, 2020

Description (Project Name— Include Location): South Oregon Street Improvement

BOND

Bond Number: Bid Bond

Date: April 17, 2020

Penal sum	Five Percent of Amount Bid	\$	5%
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Warrington Construction Corporation of Oregon (Seal)

Bidder's Name and Corporate Seal

By:

Signature

CHELSEY WARRINGTON

Print Name

PRESIDENT

Title

Attest:

Signature

WITNESS

Title

SURETY

Liberty Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Brenda J. Smith

Print Name

Attorney-in-Fact

Title

Attest:

Signature Kelley Macpherson

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda J. Smith of the city of Boise, state of ID its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Warrington Construction Corporation of Oregon

Obligee Name: City of Ontario

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of April, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

ARTICLE 5— BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

A. SCHEDULE A – Concrete Work

Spec.	Item NO.	Description	Unit	Estimate Quantity	Bid Unit Price	Bid Price
Special Prov.	1	Removal of Mid-Block Crosswalk	EA	6	\$ 1000 ⁰⁰	\$ 6,000 ⁰⁰
Special Prov.	2	Removal of curb and Gutter, ramps, AC, base rock, and sidewalk at intersections	EA	4	\$ 15000 ⁰⁰	\$ 60,000 ⁰⁰
301.4.1.A.1	3	Trench Excavation	LF	495	\$ 2 ⁰⁰	\$ 990 ⁰⁰
305.4.1.A.1	4	Class A-1 Pipe Bedding for 8" Dia. Pipe	LF	495	\$ 2 ⁰⁰	\$ 990 ⁰⁰
306.4.1.A.1	5	Type A Trench Back fill	LF	495	\$ 5 ⁰⁰	\$ 2,475 ⁰⁰
307.4.1.G.1	6	Type "P" Surface Restoration (Asphalt Roadway)	SY	185	\$ 80 ⁰⁰	\$ 14,800 ⁰⁰
601.4.1.A.5	7	8" PVC Storm Line	LF	495	\$ 20 ⁰⁰	\$ 9,900 ⁰⁰
Special Prov.	8	Trench Drain per Plans & Specification	LF	62	\$ 150 ⁰⁰	\$ 9,300 ⁰⁰
602.4.1.F.1	9	Catch basin - Type III	EA	9	\$ 2,500 ⁰⁰	\$ 22,500 ⁰⁰
602.4.1.A.1	10	Standard Manhole - Type A SD-501	EA	1	\$ 3,000 ⁰⁰	\$ 3,000 ⁰⁰
706.4.1.A.7	11	Curb and Gutter, Type SD-701	LF	1800	\$ 70 ⁰⁰	\$ 126,000 ⁰⁰
706.4.1.A.7	12	6" Vertical Curb, Type SD-701A	LF	318	\$ 75 ⁰⁰	\$ 23,850 ⁰⁰
706.4.1.E.1	13	Concrete Sidewalk, thickness 5"	SY	736	\$ 125 ⁰⁰	\$ 92,000 ⁰⁰
706.4.1.H.1	14	Pedestrian Ramp w/ Detectable Warning Domes per Plans & Specifications	EA	32	\$ 3,400 ⁰⁰	\$ 108,800 ⁰⁰
706.4.1.H.1	15	Curb Cuts per Plans & Specifications	EA	12	\$ 1,000 ⁰⁰	\$ 12,000 ⁰⁰
1103.4.1.A.1	18A	Construction Traffic Control	LS	1	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
1105.4.1.B.1	19	Permanent Stop Signing	SF	44	\$ 30 ⁰⁰	\$ 1,320 ⁰⁰
1105.4.1.C.1	20	Steel Sign Post	Ea	9	\$ 300 ⁰⁰	\$ 2,700 ⁰⁰
2010.4.1.A.1	21A	Mobilization	LS	1	\$ 50,000 ⁰⁰	\$ 50,000 ⁰⁰
Special Prov.	26A	Construction Surveying	LS	1	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
Total of Schedule A Bid Prices						\$ 561,625 ⁰⁰

B. SCHEDULE B – Asphalt Work

Spec.	Item NO.	Description	Unit	Estimate Quantity	Bid Unit Price	Bid Price
806.4.1.B.1	16	Diluted Emulsified Asphalt for Tack Coat	GAL	1895	\$ 4 ⁰⁰	\$ 7,580 ⁰⁰

810.4.1.A.1	17	Plant Mix Pavement, Class II	TON	985	\$ 110 ⁰⁰	\$ 108,350 ⁰⁰
1103.4.1.A.1	18B	Construction Traffic Control	LS	1	\$ 3000 ⁰⁰	\$ 3,000 ⁰⁰
2010.4.1.A.1	21B	Mobilization	LS	1	\$ 5000 ⁰⁰	\$ 5,000 ⁰⁰
2030.4.1.A.1	22	Manhole, Adjust to Grade	EA	4	\$ 800 ⁰⁰	\$ 3,200 ⁰⁰
2030.4.1.C.1	23	Valve Box, Adjust to Grade	EA	6	\$ 800 ⁰⁰	\$ 4,800 ⁰⁰
Special Prov.	24	Cold Plane Pavement Removal - 2" Depth	SY	9475	\$ 2 ⁰⁰	\$ 18,950 ⁰⁰
1104.4.1.A.1	25	Striping	SF	120	\$ 6 ⁰⁰	\$ 720 ⁰⁰
Special Prov.	26B	Construction Surveying	LS	1	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
2020.4.1.C.1	27	Survey Monument (Box) Frame & Cover	EA	4	\$ 500 ⁰⁰	\$ 2,000 ⁰⁰
Total of Schedule B Bid Prices						\$ 154,600 ⁰⁰

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

C. BASIS OF AWARD

Based on available funding, the Owner reserves the right to award Schedule A alone or Schedule A+B. Given that:

1. Basis of Award (Schedule A Only):

561,625⁰⁰

(Total Extended Bid Schedule A)

Total Bid (in words) FIVE HUNDRED SIXTY ONE THOUSAND SIX HUNDRED TWENTY FIVE

2. Basis of Award (Schedule A + B):

561,625⁰⁰ + 154,600⁰⁰ = 716,225⁰⁰

(Schedule A)

(Schedule B) (Total Combined Bid: Schedule A+B)

Total Bid (in words)

SEVEN HUNDRED SIXTEEN THOUSAND TWO HUNDRED TWENTY FIVE



JACOBS®

South Oregon Street Improvement Project

Funding Opportunities

S Oregon Street Budget



2020 Total Budget: \$513,000

2020 Expenditures: \$24,980

Total Remaining Budget: \$488,020

LOW BID - WARRINGTON CONSTRUCTION

\$716,225

Budget Shortfall: \$228,205



Bid Format

- Understanding the project might go over available budget, the bid was split into two schedules
 - Schedule A* – All concrete work such as landscape bulb-outs and ADA ramps
 - Warrington Bid - \$561,625
 - Schedule B – All paving work including mill and overlay
 - Warrington Bid - \$154,600

*Demolition of midblock crossings included in Schedule A.



Bid Format

- Splitting Schedules could allow for partial project award.
- Schedule A could be done as a stand alone project.
- Schedule B could follow later.
- Advantages – project would better fit current budget
- Disadvantages
 - Costs likely to go up next year
 - Funding next year may not be available
 - Leaves S. Oregon pavement to weather another year (possibly resulting in increased pavement base damage)
 - Downtown businesses would be interrupted twice.



Funding Options

- Use of savings on other Street fund projects
 - Crackfill machine savings - \$3,536
 - Loader savings - \$36,633
 - Transportation System Plan in-kind - \$10,500

Total Streets Underrun Available - \$50,669

- Assume Available Street Fund budget savings are applied, shortfall becomes:
\$177,536



Funding Options

- Other Funds Available
 - Fund Exchange: \$316,216.85
 - Public Safety available funds: \$289,000
 - Current Chip Seal budget: \$136,000
 - Stormwater Fund:
 - Storm portion \$64K budgeted \$50K

Funding Option Considerations



- Fund Exchange:
 - Would like contingency for SE 2nd St. Project
- Public Safety:
 - Covers an officer salary
 - Anticipate motel tax to be low for coming year
- Current Chip Seal budget:
 - Will do crackfill, would put off all or a portion of chip seal
 - Anticipate motel tax to be low for coming year; could lose next year's budget as well



Funding Option Recommendations

- Shortfall assuming use of underruns - \$177,446
- Take 1/3 of chip seal - \$45K
- Take \$100,000 from Fund Exchange leaving \$216k
- Take \$18,536 from Public Safety
- Stormwater Fund Contingency \$14,000

*Budget Resolution will be provided at the next council meeting.



QUESTIONS?